

## **EXHIBIT I**

1 NEW YORK STATE

2 COURT OF CLAIMS

X CLAIM NO.: 132554

3 KAMIAR ALAEI,  
Claimant

4 VS

5 STATE OF NEW YORK,  
Defendant

6 X

7 DATE: June 6, 2022 at 10:50 a.m.  
Trial - Day 1

8 LOCATION: Capitol Station, Courtroom 1  
Albany, New York 12224

9

10 BEFORE: HONORABLE FRANK P. MILANO

11 APPEARANCES: JOSEPH F. CASTIGLIONE, ESQ.  
JESSE SOMMER, ESQ.  
12 YOUNG/SOMMER, L.L.C.  
- For the Claimant

13

14 ANTHONY ROTONDI, A.A.G.  
AMANDA MALESZWESKI (Counsel SUNY Albany)  
OFFICE OF THE ATTORNEY GENERAL  
15 - For the Defendant

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1 (The trial commenced at 10:49 a.m.)

2 THE COURT: Good morning, everyone. It is  
3 Monday, June 6, 2022. I'm Judge Frank P. Milano of the  
4 New York State Court of Claims sitting in Albany, New  
5 York. We are here in the matter of Dr. Kamiar Alaei  
6 versus State University of New York and the State  
7 University of New York at Albany and the State of New  
8 York.

9 It's claim number one three two five five four.  
10 This claim was filed on January 23rd, 2019. Could we have  
11 appearances made first for the Claimant?

12 MR. CASTIGLIONE: Joseph Castiglione, Your  
13 Honor, with Young Sommer, also Jessie Sommer with Young  
14 Sommer for the Claimant.

15 THE COURT: Welcome counselors and --

16 MR. CASTIGLIONE: Thank you, Your Honor.

17 THE COURT: -- is this your client, Claimant?

18 MR. CASTIGLIONE: Yes, this is my client Dr.  
19 Kamiar Alaei.

20 THE COURT: Doctor, welcome. The claimant, Dr.  
21 Alaei, is present in the Courtroom. And for the  
22 Defendant, please?

23 MR. ROTONDI: Anthony Rotondi, Your Honor.

24 THE COURT: Okay. And do you care to make known  
25 your associate?

1 MR. ROTONDI: Amanda Maleszweski, she is SUNY  
2 counsel.

3 THE COURT: All right.

4 MR. ROTONDI: SUNY Albany counsel.

5 THE COURT: All right. Amanda, could you please  
6 spell your last name for me?

7 MS. MALESZWESKI: M-A-L-E-S- like Sam, Z like  
8 Zebra, -W-E-S like Sam, K-I.

9 THE COURT: And can I call you Ms. Amanda,  
10 please?

11 MS. MALESZWESKI: Yes.

12 THE COURT: Thank you. Appreciate that. All  
13 right. Let's go over a few logistical matters before we  
14 either entertain opening statements or calling our first  
15 witness. We are operating under uniform court protocols  
16 consistent with Coronavirus protocols.

17 All people in the Courtroom are socially  
18 distanced and are wearing masks. This is an open  
19 courtroom open to the public, there aren't so many people  
20 here that would make that a problem. So -- but it is an  
21 open courtroom, anyone who's not affiliated with the trial  
22 or a witness to be can be in the Courtroom at any given  
23 time.

24 We have a number of exhibits that are marked and  
25 are being marked. We have Defendant's Exhibits A through

1 K. Mr. Castiglione, would there be any objection to  
2 stipulating A through K into evidence, sir?

3 MR. CASTIGLIONE: Defendant's Exhibit A through  
4 K, no -- no --

5 THE COURT: Okay.

6 MR. CASTIGLIONE: -- Your Honor.

7 THE COURT: No objection?

8 MR. CASTIGLIONE: No objection. So Defendant's  
9 Exhibits A through K are admitted without objection. And  
10 I would do the same for the Claimant's exhibits, and I  
11 believe there are sixty-one in all currently, but the list  
12 is still being compiled.

13 Mr. Rotondi, would you be in a position to --  
14 you had mentioned prior to the trial in chambers  
15 conference that you would be willing to stipulate to  
16 perhaps all, but seven or eight of them. Are you in a  
17 position now to stipulate to them, do you know the  
18 numbered exhibits by which you would be able to stipulate  
19 them into evidence, sir?

20 MR. ROTONDI: I know the number -- I know the  
21 exhibits that I'm objecting to, Your Honor.

22 THE COURT: Well, why don't you -- are they  
23 marked?

24 MR. ROTONDI: Well, they're marked as far as I  
25 know that -- I don't have the sheet --



1 THE COURT: All right.

2 MR. ROTONDI: -- I have the numbers.

3 THE COURT: I -- I was advised by our court  
4 monitor that the list would be available to the Court  
5 sometime later this morning. So we'll - we'll proceed  
6 apace, if you wish to admit a marked exhibit we'll do it  
7 one by one until after lunch at which time, Mr.  
8 Castiglione, we will do it in a global fashion.

9 I should say that we will endeavor to conduct  
10 court each and every day from nine thirty till no later  
11 than four forty-five in the afternoon with an hour for  
12 lunch, obligatory, and the lunch period would be taken  
13 anywhere from noon to one.

14 So it'll either run from twelve to one, twelve  
15 fifteen to one fifteen or from one to two, it's just going  
16 to be the one hour block will be sometime between the  
17 hours of twelve and two. So that's how we'll proceed.  
18 Any questions, Mr. Castiglione, I -- I had asked if you  
19 had tried a case in the Court of Claims, you've indicated  
20 (unintelligible).

21 Do you need procedures -- non jury, of course,  
22 are you -- you don't need to direct all your comments to  
23 me. And when you're questioning the witness, if you ask  
24 me to instruct the witness, you can do so. Any questions  
25 before we begin?

1 MR. CASTIGLIONE: No, Your Honor.

2 THE COURT: Okay. Anything from you, Mr.

3 Rotondi?

4 MR. ROTONDI: No, Your Honor.

5 THE COURT: All right. Mr. Castiglione, does  
6 the Claimant wish to make an opening statement?

7 MR. CASTIGLIONE: No, Your Honor, we move --  
8 waive the statement and move right to our first witness.

9 THE COURT: Very good. Doctor, since we're in  
10 the Court of Claims and opening statements are not  
11 considered evidentiary in any event, and there's no jury,  
12 that is a common practice for a Claimant to waive opening,  
13 so that having been said, Mr. Castiglione, please call the  
14 Claimant's first witness.

15 MR. CASTIGLIONE: The Claimant calls Dr. Kamiar  
16 Alaei.

17 THE COURT: All right. Before you come forward,  
18 Doctor, you and any additional witnesses that come  
19 forward, I'm going to ask you to keep your mask on, come  
20 to the witness stand which is my immediate left. Stand to  
21 be sworn when you get here, there are clear face shields  
22 behind you.

23 I want you to keep the mask on, put the face  
24 shield on and then remove the mask. But have the face  
25 shield in place before you take your mask off, so please

1           come forward. Remain standing. Put that on if you would,  
2           sir. Raise your right hand.

3                   THE MONITOR: Do you solemnly swear the  
4           testimony you're about to give is the truth, the whole  
5           truth and nothing but the truth so help you God?

6                   MR. ALAEI: Yes.

7                   WITNESS; KAMIAR ALAEI; Sworn

8                   THE MONITOR: Be seated.

9                   THE WITNESS: Thank you.

10                   THE MONITOR: State and spell your name for the  
11           record?

12                   THE WITNESS: Thank you, Your Honor. My name is  
13           Kamiar Alaei, K-A-M-I-A-R and my last name is Alaei, A-L-  
14           A-E-I.

15                   THE COURT: Okay. Doctor, please keep your  
16           voice up. That does not amplify -- the microphone does  
17           not amplify your voice.

18                   THE WITNESS: Sorry.

19                   THE COURT: It merely records it so you need to  
20           speak up so I can hear you and the attorneys can hear you.

21                   THE WITNESS: Sure.

22                   THE COURT: Judge, this is what we call the shot  
23           clock. It's a method by which I'm able to keep track of  
24           when testimony is provided by time of the day. Okay.  
25           Your witness, Mr. Castiglione.

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1 THE WITNESS: Your Honor, may I get water in  
2 case it gets dry?

3 THE COURT: Absolutely.

4 THE WITNESS: Thank you.

5 THE COURT: Your witness, Mr. Castiglione.

6 MR. CASTIGLIONE: Thank you, Your Honor.

7 DIRECT EXAMINATION BY MR. CASTIGLIONE:

8 Q. Dr. Alaei, you're the Claimant in this matter?

9 A. Yes.

10 Q. Okay. I just want to talk to you generally before we  
11 start getting into questions. You were -- were you employed in  
12 February 2018?

13 A. Where, at UAlbany, yes.

14 Q. So UAlbany, you mean the State University of New York  
15 at Albany?

16 A. Yes.

17 Q. Okay. If I refer to SUNY Albany or University Albany,  
18 I'm referring to the State University of New York at Albany.  
19 Is that clear?

20 A. Yes.

21 Q. Okay. Can you explain to me what your position was  
22 with UAlbany at that time?

23 A. Sure. I had different positions, academic positions -  
24 -

25 THE COURT: Louder, please.

1 THE WITNESS: Sorry. I had it -- because this  
2 doesn't let me do. I had a different position -- is it  
3 better?

4 THE COURT: No, don't worry about the  
5 microphone, it will pick you up. You need to speak louder  
6 so I can hear you.

7 THE WITNESS: Oh, from here, I see, sorry. Yes,  
8 I had a faculty appointment as a associate research  
9 professor and lecturer at the Department of Public  
10 Administration and Policy at the Rockefeller College. And  
11 also, I served as a director of the Global Institute for  
12 Health and Human Rights.

13 BY MR. CASTIGLIONE: (Cont'g.)

14 Q. Okay.

15 A. And also, as associate dean for global and  
16 interdisciplinary research at the University at Albany.

17 Q. Okay. And so you just referenced the Global Institute  
18 of Health and Human Rights. If I refer to that as G.I.H.H.R.  
19 going forward. That's clear to you?

20 A. Yes.

21 Q. Okay. Or the institute?

22 A. Sure.

23 Q. Okay. Can you explain to me generally, how long have  
24 you been employed by University of Albany at that point?

25 A. So I was employed around April 2014.

1 Q. Okay.

2 A. So I mean by that time was less than four years.

3 Q. Okay. Do you recall something impacting your

4 employment on February 8, 2018?

5 A. Yes.

6 Q. Can you explain to me what you recall?

7 A. Yeah. All of a sudden, you know, I was -- received a  
8 call from the Human Resource that go and, you know, and meet  
9 with them. And then when I went there, they said you are on  
10 alternative assignments.

11 Q. Do they tell you why you were being put on alternative  
12 assignment?

13 A. Not at all.

14 Q. Did the alternative assignment ever end?

15 A. After six months, which was the last day that I had a  
16 meeting on August 9, that they said the process was completed  
17 and nothing was found, and you can go back to work next day  
18 nine a.m.

19 Q. And -- and what happened when you went back to work  
20 the next day?

21 A. So I was on my way to go to work after six months  
22 (unintelligible) and I received a call, come to Human Resource.  
23 So I -- I was there and they show me a letter and said you are  
24 terminated with no reason.

25 Q. They didn't give you any reason why they were

1 terminating you?

2 A. Not at all. They said this is a -- this -- this is  
3 what it is.

4 Q. Okay. And --.

5 A. Sorry, I didn't want to be emotional.

6 Q. That's okay. And -- and based on your experience, you  
7 commenced this lawsuit. Is that fair to say?

8 A. Yeah.

9 THE COURT: Hold on a sec, Mr. Castiglione.  
10 Let's go off the record just for a moment.

11 MR. CASTIGLIONE: Sure.

12 THE MONITOR: Off --

13 (Off the record; 11:00:07 to 11:00:27)

14 THE MONITOR: On the record.

15 THE COURT: Go ahead, Mr. Castiglione.

16 BY MR. CASTIGLIONE: (Cont'g.)

17 Q. So Dr. Alaei, I want to talk to you about your  
18 background history. Can you explain to me where -- where were  
19 you born?

20 A. Yeah, I was born in Iran.

21 Q. Okay.

22 A. Tehran, capital.

23 Q. And can you explain to me your ethnic background?

24 A. Yes. So I am Muslim, Shia, and I am Kurdish from  
25 Middle East. And my faith is Sufi.

1 Q. I'm sorry, can you spell that?

2 A. S-U-F-I.

3 Q. Okay. And where do you currently reside?

4 A. Now in California.

5 Q. Okay. Where in California?

6 A. In Albany, Southern California.

7 Q. How long have you lived there?

8 A. Less than two years.

9 Q. Okay. And when did you come to the United States to  
10 live here?

11 A. So I came here in 2005 because I received admission  
12 from University of Harvard to come -- to continue my study.

13 Q. Okay. Well, let me talk to you about your education  
14 background. Can you explain to me what education background  
15 you have?

16 A. Yes. So my first, you know, degree was a medical  
17 doctorate, I received in Iran. We have a national exam that  
18 over one million go to the same competition. And the first one  
19 thousand get admitted to the medical school and the first one  
20 hundred get to the top medical school, which means you have to  
21 get ninety-nine point ninety-nine percentiles to get into the  
22 top university.

23 And I was very fortunate to be at the medical school at  
24 the University at Isfahan Medical University and Shahid  
25 Beheshti Medical Universities were the top universities in the



1 country.

2 THE COURT: Doctor, did I understand you you  
3 just testified you received in Iraq --

4 THE WITNESS: Iran.

5 THE COURT: -- medical degree --

6 THE WITNESS: Yes.

7 THE COURT: -- a doctor of certain kind of  
8 medicine?

9 THE WITNESS: Yes, medicine.

10 THE COURT: What kind of medicine?

11 THE WITNESS: It -- it was the internal  
12 medicine.

13 THE COURT: Internal medicine?

14 THE WITNESS: Yes. Then I focused on HIV/AIDS,  
15 I got the fellowship on HIV/AIDS later.

16 THE COURT: So you were certified to practice  
17 internal medicine in Iraq?

18 THE WITNESS: Iran.

19 THE COURT: Okay.

20 THE WITNESS: Iran.

21 MR. CASTIGLIONE: Iran.

22 THE WITNESS: I-R-A-N.

23 THE COURT: Iran, I'm sorry.

24 THE WITNESS: Yeah.

25 BY MR. CASTIGLIONE: (Cont'g.)

1 Q. When did you get that medical doctorate?

2 A. When or where?

3 Q. When?

4 A. So it was 2000.

5 Q. Okay. Do you have any other degrees?

6 A. Yes, I got an advanced graduate degree in  
7 epidemiology, which study outbreaks like COVID, HIV/AIDS from  
8 Tehran University, which was the best in the Middle East  
9 region. Then I continued my education to the -- come to the  
10 U.S. at Harvard School of Public Health that I got admitted to  
11 study global health, which -- how to control pandemics like  
12 COVID after it started from China, how it gets globally.

13 You know, engaged with full scholarship, which was I think  
14 among very few among my cohort which got full scholarship. And  
15 then after that, I continued my education to get a second  
16 doctorate on health policy and --

17 Q. I'm sorry, before you -- before you continue, when did  
18 you get your graduate degree for international health from  
19 Harvard? What year?

20 A. Yes. So I received that one in 2007, before that I  
21 received my epidemiology in 2005 from Tehran.

22 Q. Okay. Now, you were talking about another doctorate?

23 A. Yes.

24 Q. What -- can you explain to me what -- what doctorate  
25 that is?

1           A. Yes, it was the second doctorate on health policy and  
2 management, how we should design or redesign health policy and  
3 system, which is what we are struggling today based on COVID.  
4 And that was my second doctorate from SUNY Albany.

5           Q. And what year did you get that doctorate?

6           A. I finished that in December 2013.

7           Q. Okay. And as to Harvard, did you pay for attending  
8 school there?

9           A. No, I received full scholarship.

10          Q. Okay. Do you have any other degrees?

11          A. Yes, I got a law degree from University of Oxford, New  
12 College, which was the second oldest college at the University  
13 of Oxford. I received International Human Rights Law, that was  
14 my focus on human rights, how to promote rights from a  
15 disadvantaged population with scholarship.

16          And most of my classmates they were lawyers, had a  
17 terminal degree in law. They were a professor of law, there  
18 was a supreme judge from Australia, among others, it was very  
19 competitive. I think I was the second in the history of that  
20 program as a doctor got admitted.

21          Q. And while at Oxford, did you undertake any particular  
22 efforts besides your studies?

23          A. Yes, while I was studying, I applied for a grant,  
24 federal grant. I know I received almost one point six million  
25 dollars for their grants to train three hundred lawyers about

1 global health and human rights. And I was fortunate to hire  
2 some of my professors at Oxford to join me, including some  
3 professors from Albany Law School here.

4 Q. Okay. You have degrees in public health and policy,  
5 obviously, do you have any professional work experience in  
6 public health and policy?

7 A. Yes.

8 Q. Can you explain to me some of your experience over  
9 time?

10 A. Sure, yes. I was director of HIV/AIDS in Kermanshah  
11 Department of Health, which oversees two million population  
12 about HIV/AIDS when I was at the age of twenty-six, twenty-  
13 seven. And also, I developed the first HIV program in the  
14 Middle East, which was documented by United Nation as a best  
15 practice in the world is fifty plus pages is documented online.

16 And then I was part of the team to apply for a global  
17 fund, because United Nations Secretary General announced in  
18 2001 to fight for HIV/AIDS, we need a global commitment, so  
19 that was in 2002. I work with a team and we applied, and we  
20 received fifteen point eight million dollars grant to support  
21 disadvantaged population because they had no health insurance,  
22 no money.

23 So we wanted to make sure they get the best quality  
24 medication with no price.

25 Q. And -- and where was that program focused?

1 A. In Iran -- in Iran.

2 Q. I'm sorry?

3 A. Iran, I-R-A-N.

4 Q. Iran, okay.

5 A. Yes.

6 Q. Can you explain to me now the other relevant  
7 professional experience you have?

8 A. Yes, I continue my work. I serve as a temporary  
9 advisor for the United Nations in different capacities. One of  
10 them was Eastern Mediterranean Regional Office in EMRO, they  
11 invited me as a, you know, regional expert and a panelist.

12 And over the time, I was invited by the United Nation  
13 PAHO, Pan American Health Organization to be a consultant in  
14 Pan American region. And my work was globally recognized, I  
15 was so fortunate that in -- at the age of twenty-seven I  
16 received one of the highest, you know, national awards from the  
17 Vice-President of country for my work on the control addiction  
18 in Iran.

19 It -- it was the international day for, you know, control  
20 of addiction when I was in -- in twenty-seven. I think I was  
21 the youngest in that history. And then they invited me over  
22 the time I, you know, went to more than thirty countries as a  
23 keynote speakers, and they were coming to visit our best  
24 practice and they replicated the model.

25 And that was the reason the (unintelligible) foundation,

1 they gave me a fellowship because they came and visited our  
2 best practice and I came to the United States in 2003 to visit  
3 the AIDS Institute in New York State Department of Health,  
4 which is one of the largest in the country.

5 I was so fortunate to be here and share my best practice  
6 with them and learn from them.

7 Q. And -- and let me ask you. Why did you focus your  
8 academic and professional endeavors on public health and HIV?

9 A. That's a really good questions, because I was  
10 fortunate to be top medical students in my cohort, and at that  
11 time, most of the medical students went to the luxury fields of  
12 medicine. But I did my first study to find what is the main  
13 cause of mortality among people living with HIV/AIDS.

14 We thought maybe it's due to immunosuppressant, but  
15 surprising the fifty-eight percent they committed suicide due  
16 to social isolation, so that was my motivation. I said, let me  
17 help them now and save their life and that was all my  
18 motivation.

19 Q. Okay.

20 A. That time till today.

21 Q. Now, did you ever suffer any adverse consequences  
22 related to your professional work?

23 A. Yes.

24 Q. Can you explain to me --

25 THE COURT: Can we be a little bit more specific

1 on that, Counsel?

2 MR. CASTIGLIONE: Sure.

3 BY MR. CASTIGLIONE: (Cont'g.)

4 Q. Have you ever encountered any difficulties or any  
5 sanctions by governments?

6 A. Yes, because I was focusing to promote right off  
7 disadvantaged population who have been exposed to HIV/AIDS like  
8 LGBT IQ's, ex-prisoners, injecting drug users. And then when  
9 the government of Iran change the new president in Columbia --  
10 University of Colombia in 2007, we have no gays.

11 And then in 2008 they came and put me in prison while I  
12 was visiting Iran and brought a group of students to do  
13 research.

14 Q. And so -- I'm sorry, you were put in prison in 2008?

15 A. Yes, it's about political reason.

16 Q. Were you told why you were put in prison?

17 A. For -- for six months there was no reason, even my  
18 family had no idea for three months. I was in solitary cell  
19 for several months without telling me anything. And after six  
20 months, there was five minute trial and they said, you are  
21 communicating with enemy government, which is United States,  
22 and that was the reason.

23 THE COURT: I'm sorry, after a brief trial, what  
24 was the result?

25 THE WITNESS: So they -- they put me in -- in

1 trial five minutes and said, this is due to communication  
2 with the enemy government, which is United States.  
3 Because at that time, I was studying at Harvard, and  
4 later, I was studying at UAlbany.

5 So they wanted to --.

6 BY MR. CASTIGLIONE: (Cont'g.)

7 Q. So after trial -- what happened after at the end of  
8 the trial?

9 A. There was a global campaign in eighty-five countries.

10 Q. No, I'm sorry. After the trial ended, what happened?

11 A. They sentenced me to three years.

12 THE COURT: They -- I'm sorry?

13 THE WITNESS: They sentenced me to three years.

14 THE COURT: In --

15 THE WITNESS: Iran.

16 THE COURT: -- prison in Iran?

17 THE WITNESS: Yes. In Evin, E-V-I-N, which is  
18 political prisoners, they put them there with no access to  
19 attorney. I had no access to attorney.

20 BY MR. CASTIGLIONE: (Cont'g.)

21 Q. How long were you in prison?

22 A. I was there two-and-a-half years.

23 Q. And did there come a point you get out, you were  
24 released?

25 A. Yeah, I -- I finished the term, but before that, they



1 said if you finish two-thirds of the term, you can be released  
2 six months sooner, but the condition of within next five years,  
3 we can bring you back to prison without any reason if you  
4 continue working on, you know, HIV/AIDS.

5 Q. And -- and was there any assistance provided to try to  
6 help you get out of prison?

7 A. Yes, there was a huge global campaign that Nobel Prize  
8 winners wrote letters. American Medical Association wrote  
9 letters, World Medical Association, which has six million  
10 doctors wrote letters. The -- the President of the European  
11 Union wrote a letter, all World Health Assembly, two hundred  
12 ministers of health of the world, they wrote letter.

13 There was global campaign, physician for human rights that  
14 they received Nobel Peace Prize advocated and campaigned for  
15 us. And every national AIDS conference, they had a huge  
16 campaign for us to be released.

17 Q. And while you were undergoing your prison term in  
18 Iran, did you suffer any health issues?

19 A. Yeah, it was a very difficult, you know, time being in  
20 solitary. And they don't tell you for six months the reason  
21 and this is what I saw again at UAlbany.

22 Q. So at some point -- and I'm, you know, obviously, if  
23 you need to take a second.

24 A. Thank you.

25 Q. So after you -- I'm sorry. After you were let out of

1 prison, what did you do?

2 A. So they said you have to leave the country in three  
3 days so I -- I left the country, and then came back to the U.S.

4 --

5 Q. Did you --

6 A. -- continue my education -- yeah.

7 Q. And -- and when you came back to the U.S., what did  
8 you do?

9 A. Yeah, I continue my education at University of Albany  
10 --

11 Q. So you --

12 A. -- because they did campaign for me, the -- the  
13 former president of the university, the dean of Harvard, you  
14 know, did a campaign, National Academy of Science, National  
15 Academy of Medicine, National Academy of Engineering, the  
16 triple A, all -- they did a campaign, yeah.

17 And that was a time that I came back to continue my  
18 education and continue my work.

19 Q. Okay. Now, have you ever received any awards or -- or  
20 acknowledgments related to your work overtime?

21 A. Yes, I receive awards -- several awards, you know,  
22 just some of them, New York Academy of Science for the human  
23 rights. I received awards from Global Health Council, which is  
24 the largest health professionals.

25 The Jonathan Mann Award of human rights, because the

1 Jonathan Mann is the father of the Health and Human Rights.  
2 And then I receive Elizabeth Taylor Award, the actress that did  
3 three decades campaigns for rights of people living with  
4 HIV/AIDS. And when she died, for her recognition, they had  
5 immigrant and I was fortunate to be the first one to this -- to  
6 be a recipient of Elizabeth Taylor Award that (unintelligible)  
7 flew from California to give the award to me. And then I  
8 received --.

9 Q. I'm sorry, when -- when did you receive that award?

10 A. It was 2012, I think twenty-five thousand people came  
11 and I was a recipient of the award for International AIDS  
12 Conference. And then I received from the United Nation, PAHO,  
13 Pan American Health Organization, the immigrant and other  
14 immigrant from the Health and Human Rights leadership.

15 And then I received Ellis -- Ellis Island Medal of Honor,  
16 that's seven U.S. presidents receive that and similar Nobel  
17 Prize winners and associate judge of Supreme Court was in my  
18 cohort that we were -- the recipients of the awards among, you  
19 know, like -- the -- the -- the world champion boxer that  
20 receive, you know, five gold medal was in my cohort in 2015.

21 MR. CASTIGLIONE: Your -- Your Honor, at this  
22 time, we'd ask that the Court take judicial notice of the  
23 congressional record for June 4, 2015, identifying my  
24 client as a recipient of the Ellis Island Award, along  
25 with other such people as Justice Sandra Day O'Connor, as

1 he just testified.

2 THE COURT: Any response to that, Mr. Rotondi?

3 MR. ROTONDI: No Objection, Your Honor.

4 THE COURT: Okay. Very well, so noted.

5 MR. CASTIGLIONE: Approach?

6 THE COURT: Yeah. Are we going to mark that or

7 not?

8 MR. CASTIGLIONE: Yeah, we're just submitting it

9 to the Court for judicial notice.

10 THE COURT: Okay, thank you. Well, why don't we

11 mark it Court Exhibit Number One, please?

12 MR. CASTIGLIONE: Okay.

13 THE COURT: Without objection, Court Exhibit

14 One. No objection, Mr. Rotondi?

15 MR. ROTONDI: No objection, Your Honor.

16 BY MR. CASTIGLIONE: (Cont'g.)

17 Q. As to your Ellis Island Award, were you working with

18 SUNY Albany at that time?

19 A. Yes, I was working at SUNY Albany and the former

20 president, you know, had a really coverage like I said, make

21 our University and the SUNY system visible globally, because

22 it's very competitive process.

23 And I think I was one of the youngest to -- to be the

24 recipients of that recognition. And also, I received the

25 University at Albany Citizenship Award, and that was a kind of

1 a lot of coverage by media from University at Albany.

2 Q. And do you know -- did SUNY Albany provide any  
3 recognition as part of the --

4 A. Yes.

5 Q. -- university communications?

6 A. Yes, on their website they had a magazine, they had a  
7 lot of coverage, you know, and the Board of Trustees was happy.  
8 The chancellor was happy because I don't think from UAlbany in  
9 -- in the past one hundred sixty anybody receive that award.

10 Q. Okay. So you were employed at -- you -- you testified  
11 earlier at SUNY Albany in 2018, correct?

12 A. Yes.

13 Q. Do you recall when you started working for University  
14 at Albany?

15 A. Yes, I started April, I don't know the exact date.  
16 But in April 2014 I was employed at University at Albany.

17 MR. CASTIGLIONE: Your Honor, may I approach and  
18 grab an exhibit for the client -- thank you, for the  
19 witness.

20 Your Honor, I request to move into evidence  
21 what's been marked as Claimant's Exhibit One.

22 THE COURT: Your microphone, please.

23 MR. CASTIGLIONE: I'm sorry.

24 THE COURT: What is Claimant's Exhibit One?

25 MR. CASTIGLIONE: Claimant's Exhibit One is a

1 letter from University at Albany to Dr. Kamiar Alaei,  
2 dated April 16, 2014.

3 THE COURT: Is it what has been referred to in  
4 the pleading as an appointment letter?

5 MR. CASTIGLIONE: Yes.

6 THE COURT: All right. Any objection, Mr.  
7 Rotondi?

8 MR. ROTONDI: No, Your Honor.

9 THE COURT: Without objection Claimant's Exhibit  
10 One is admitted.

11 MR. CASTIGLIONE: Okay.

12 THE COURT: Can you see that, Doctor?

13 THE WITNESS: Yes.

14 MR. CASTIGLIONE: Okay.

15 BY MR. CASTIGLIONE: (Cont'g.)

16 Q. Dr. Alaei, do you recognize this document and I can  
17 move it around a little bit so that you can see --.

18 A. Yes.

19 THE COURT: Is it one page, Mr. Castiglione?

20 MR. CASTIGLIONE: It's two pages, Your Honor.

21 THE COURT: Okay.

22 THE WITNESS: I see the first page, yes.

23 BY MR. CASTIGLIONE: (Cont'g.)

24 Q. Okay. Let me just flip it over so you can see that.

25 A. Yes.

1 Q. What was your primary appointment underneath this  
2 appointment letter?

3 A. Sure. My primary appointment was Research Associate  
4 Professor --.

5 THE COURT: Research Associate, what?

6 THE WITNESS: Professor -- Professor --

7 Professor, P-R-O-F-E-S-S-O-R. Professor, sorry for my  
8 accent.

9 THE COURT: Okay.

10 THE WITNESS: Research Associate Professor and  
11 also lecturer in the Department of Public Administration  
12 and Policy at Rockefeller College.

13 BY MR. CASTIGLIONE: (Cont'g.)

14 Q. Okay. Did you have any other appointments under this  
15 letter?

16 A. Yes, I had additional appointments, I -- I continued  
17 to serve as a director of Global Institute for Health and Human  
18 Rights that we call it G.I.H.H.R. And also, I had a -- a  
19 faculty appointment at School of Criminal Justice, which is one  
20 of the top schools of criminal justice in the country.

21 And also, department of health policy, because I had five  
22 graduate degrees, each department wanted me to join there, so  
23 that was additional in the faculty appointments.

24 Q. And did you ultimately accept this offer of  
25 employment?

1 A. Yes, I did.

2 Q. And is this your signature on the back page --

3 A. Yes.

4 Q. -- at the bottom?

5 A. Yes.

6 Q. Before you accepted this appointment, if I can refer  
7 you to the third paragraph. The third paragraph says, in this  
8 appointment, you will report to the chair -- excuse me, I'm --  
9 I'm referring you to the second paragraph. I apologize, that  
10 one.

11 That paragraph says, your initial appointment will be for  
12 three years commencing on May 1, 2014 to coincide with the end  
13 date of your current appointment with SUNY Research Foundation.  
14 Can you explain to me what they're referring to about the SUNY  
15 Research Foundation?

16 A. Yes. So before that, I received a grant when I was a  
17 student at University at Albany, I received two point five  
18 million dollars grants. And I was hired by Research Foundation  
19 to implement the grants. So that was the referring, you know,  
20 I was hired October 2011.

21 Q. Is the SUNY Research Foundation part of SUNY Albany?

22 A. No, they are separate entities, is a non-for-profit  
23 that focused on grants which are federal or over five hundred  
24 thousand dollars. And they are directly focused on -- this is  
25 a systemwide SUNY system.



1 But the office is located at Albany, they said SUNY  
2 Research Foundation, I know it's confusing when we call about  
3 SUNY but this is completely a different entity.

4 Q. So the -- the research foundation is for SUNY entire  
5 wide, not just UAlbany?

6 A. Exactly.

7 Q. Okay. The second paragraph then says, you will have a  
8 twelve-month fulltime obligation. The lecture budget title is  
9 a non-tenure track position in accordance with the policies of  
10 the trustees of the State University of New York, to give you  
11 the security of at least two years of employment, the  
12 appointment will be reviewed annually for possible extension  
13 for another year, your starting annual salary will be ninety-  
14 two thousand six hundred thirty dollars.

15 Do you have any understanding of what that language is  
16 referring to about having the security of at least two years  
17 and your appointment being reviewed annually?

18 A. Yes, that was a special initiative that the governor  
19 of the New York State at that time, I think around 2013 they  
20 call it Evergreen initiative of 2020 that how they can attract  
21 the talented faculties to bring more external funding and bring  
22 more innovative interdisciplinary degrees to attract gifted  
23 students and generate more revenue to the universities by  
24 having more units.

25 And that --.

1 Q. So -- sorry, go ahead.

2 A. Yeah, and that was the reason they came up with a new  
3 mechanism, they call it Evergreen that each university apply  
4 for that SUNY system apply for that. And sixty-five campuses  
5 that we have some of them they apply for that, it was very  
6 competitive.

7 And at University at Albany a lot of department centers,  
8 they applied for them. Most of them they didn't get, I was  
9 fortunate when I was a director of G.I.H.H.R. I was working and  
10 apply for that and we received that Evergreen.

11 And they said to give you more security to those gifted  
12 faculties that they were not tenure, instead of having one-year  
13 appointment, to have two years appointment, which means the  
14 appointment start from 2014 to 2017. So there is an annual  
15 evaluation the next year, which means in 2015 they evaluate.

16 If you do good, they add one more year to the end, which  
17 means the end in 2015 was 2017, so one more will be 2018. So  
18 by this way, instead of having a traditional one year annual  
19 contract, give you security of two years to attract gifted  
20 faculty to stay within state universities, because there was a  
21 trend of a lot of state faculties who are on non-tenure.

22 They got, you know, hired by private or other universities  
23 as a tenure, so that was a kind of --.

24 THE COURT: Let me stop you there, Doctor, next  
25 question, please?

1 BY MR. CASTIGLIONE: (Cont'g.)

2 Q. How did you know -- learn about the concept of  
3 Evergreen at the time?

4 A. That was a call -- an invitation for different  
5 departments and centers to apply for that.

6 Q. Okay. Did you work with anybody at the time on this  
7 Evergreen concept with SUNY?

8 A. Yes, when the proposal was approved in that  
9 competitive process, there was a team that (unintelligible)  
10 designated, including -- I think it was Bruce, I can't remember  
11 the last name, but was working with the office of the  
12 (unintelligible) Kevin Williams, and there were others to work  
13 and define in collaboration with the dean of Rockefeller  
14 College, among others.

15 So we developed a set of metrics because it should be a  
16 very clear metrics by 2020 this position, how many amount of  
17 external funding will bring and how many units will be  
18 increased.

19 Q. And -- and you said, Bruce, is that Bruce Szelest?

20 A. Yes.

21 Q. Okay. Did you have any conversations with Mr. Szelest  
22 at the time about this Evergreen issue?

23 A. Yes, we had an in-person meeting, we had an image  
24 exchange, so there are -- all of them available at my UAlbany  
25 account. And we went through all the metrics and we defined

1 those metrics and those metrics were reviewed by all the deans  
2 and by the (unintelligible) and it was finalized, I think, in  
3 March before this appointment, yeah.

4 Q. Okay. Exhibit -- excuse me, exhibit -- which would be  
5 Exhibit Two now, I think.

6 THE COURT: What is it?

7 MR. CASTIGLIONE: It was marked Exhibit One  
8 initially, but I think it's Exhibit Two now or we're just  
9 calling it one? Yes, from those.

10 UNIDENTIFIED SPEAKER: (unintelligible).

11 MR. CASTIGLIONE: Okay.

12 BY MR. CASTIGLIONE: (Cont'g.)

13 Q. So what's been identified as Claimant's Exhibit One on  
14 the second page it talks about fringe benefits available to  
15 members of professional staff. Do you have any understanding  
16 what this appointment letter was providing as to your status?

17 A. Yes, so it was a U.U.P., it was the Union's to -- to  
18 protect the rights of faculty so that was -- I joined the  
19 U.U.P. after I received the, you know, appointments.

20 Q. Okay. If I can refer you to --.

21 MR. CASTIGLIONE: If I can approach, Your Honor.

22 THE COURT: Are you getting number two?

23 MR. CASTIGLIONE: I'm going to get a different  
24 one, I think it's -- I have them marked differently in my  
25 --.

1 THE COURT: Joe, let's go off the record for a  
2 minute.

3 THE MONITOR: Okay.

4 (Off the record; 11:28:42 to 11:29:47)

5 THE MONITOR: On the record.

6 THE COURT: We have marked as Claimant's Exhibit  
7 Sixty-two, University of Albany SUNY letterhead dated May  
8 8, 2014, a letter to Dr. Alaei from James Mancuso. Do you  
9 have a copy of this, Mr. Rotondi?

10 MR. ROTONDI: Yes, I do.

11 THE COURT: Are you going to move it?

12 MR. CASTIGLIONE: Yes, Your Honor, I'd like to  
13 move this into evidence.

14 THE COURT: Any objection, Mr. Rotondi?

15 MR. ROTONDI: No.

16 THE COURT: Claimant's Exhibit Number Sixty-two,  
17 May 8, 2014 letter admitted without objection.

18 MR. CASTIGLIONE: Thank you, Your Honor.

19 BY MR. CASTIGLIONE: (Cont'g.)

20 Q. Dr. Alaei, I'm showing you what's been marked as  
21 Exhibit Sixty-two -- Claimant's Exhibit Sixty-two. Can you  
22 take a look at this letter, and do you recognize this letter?

23 A. Yes.

24 Q. Okay.

25 THE COURT: Okay. Mr. Castiglione.

1 BY MR. CASTIGLIONE: (Cont'g.)

2 Q. Dr. Alaei, this letter says and part of the first  
3 paragraph on behalf of the president, it's my pleasure to  
4 formally confirm your fulltime term appointment to the  
5 University at Albany faculty as lecturer --

6 UNIDENTIFIED SPEAKER: Counselor, can you speak  
7 (unintelligible).

8 MR. CASTIGLIONE: Sure.

9 BY MR. CASTIGLIONE: (Cont'g.)

10 Q. Dr. Alaei, this letter says, on behalf of the  
11 president it is my pleasure to formally confirm your fulltime  
12 term appointment to the University of Albany faculty as  
13 lecturer, campus title research professor for the period  
14 beginning May 1st, 2014 and ending on April 13, 2017.

15 Do you have any understanding of what that term is that  
16 they're referring to there?

17 A. Yeah, that was just internal in a letter from the  
18 Human Resource.

19 Q. Okay.

20 A. This is a term of three years, yeah.

21 Q. Okay. This document also says, this appointment --  
22 this is an appointment to a United University Professions  
23 represented position. Do you have any understanding or can you  
24 explain to me your understanding what the United University  
25 professions or U.U.P. is?

1 A. Yes, this is a Union that protects rights of faculty  
2 members and that was -- I became part of the Union as a member.

3 Q. Okay. And is that your signature at the bottom of  
4 this document?

5 A. Yes.

6 Q. Okay. The -- did the union -- sorry, did the U.U.P.  
7 contact you around the time you received this letter?

8 A. Yes.

9 Q. Okay.

10 A. They contacted me, yes.

11 Q. Do you recall what they contacted you about?

12 A. Yes, this is the membership and I said yes, I'm happy.  
13 And I started paying them from -- I think, the time of -- I  
14 receive the first salary I think, May -- May 2013.

15 MR. CASTIGLIONE: You Honor, if I can approach  
16 again to get another exhibit?

17 THE COURT: You don't need to ask my permission  
18 for that.

19 MR. CASTIGLIONE: Okay.

20 THE COURT: What's it marked, Mr. Castiglione?

21 MR. CASTIGLIONE: This is identified as Exhibit  
22 Sixty-one, Your Honor.

23 THE COURT: And what is it, please?

24 MR. CASTIGLIONE: It's a letter from United  
25 University Professions, there is no date on it, it's from

1 Frederick Powell (phonetic spelling).

2 THE COURT: Is it to the doctor?

3 MR. CASTIGLIONE: No, it's to dear colleague.

4 THE COURT: Okay. Any -- any objection, Mr.

5 Rotondi?

6 MR. ROTONDI: No, Your Honor.

7 THE COURT: Without objection -- you want it  
8 admitted?

9 MR. CASTIGLIONE: Yes.

10 THE COURT: Without objection Exhibit Sixty-one  
11 is admitted.

12 MR. CASTIGLIONE: Just to be clear, Your Honor,  
13 also it's a benefit trust (unintelligible) for 2013, 2014.

14 THE COURT: One more time?

15 MR. CASTIGLIONE: It has a -- it's accompanied  
16 by benefit trust fund benefit, dated 2013 and 2014.

17 THE COURT: Okay.

18 BY MR. CASTIGLIONE: (Cont'g.)

19 Q. Dr. Alaei, are these -- do you recognize these  
20 materials that are being shown on the screen?

21 A. Yes, they gave me a package from the U.U.P.

22 Q. And these -- are these the materials you had received?

23 A. Yes, I received all the benefits, all my rights.

24 Q. Do you recall -- did you receive a copy of a U.U.P.  
25 agreement itself as well?



1 A. Yes, it was a booklet I received.

2 THE COURT: I didn't understand -- what did you  
3 say it in response?

4 THE WITNESS: It was a booklet --.

5 THE COURT: What was the question, did you  
6 receive a what?

7 BY MR. CASTIGLIONE: (Cont'g.)

8 Q. Did you receive a copy of the U.U.P. agreement itself?

9 A. Yes.

10 THE COURT: I mean, if there are a number of  
11 exhibits that Mr. Rotondi has no issue with, you don't  
12 need to authenticate them to this witness. Just so --.

13 MR. CASTIGLIONE: Okay. I'm just establishing  
14 he received these documents --

15 THE COURT: That's fine.

16 MR. CASTIGLIONE: -- as part of his appointment.

17 BY MR. CASTIGLIONE: (Cont'g.)

18 Q. The Exhibit One had talked about at paragraph two,  
19 that your appointment would be renewed annually with  
20 extensions, was there a subsequent renewal of your contract at  
21 any time?

22 A. Yes.

23 Q. Okay. Can you explain to me generally, what you  
24 recall about the renewal process for your contract to your  
25 initial appointment?

1 A. Yeah, because there was metrics clear that was, you  
2 know, established before this appointment letter. So every  
3 year, they just check to what extent and I met those metrics  
4 and --.

5 Q. Can you -- can you explain to me what you're referring  
6 to by when you say metrics were, what do you mean?

7 A. Yeah, there was a -- yeah, there was a detailed, I  
8 think, if I pronounced correctly addendum number twenty-six was  
9 developed by Bruce, which was attached and had a specific  
10 detail in Excel sheets. That how many -- how much grants I  
11 have to raise that I think there was two faculty appointment  
12 for one of them was one hundred eighty-six thousand dollars  
13 something like that, within five years.

14 And then how many units I have to generate as a faculty,  
15 and I think it was around, you know, one hundred ninety-six  
16 within five years. So each year they review that and if it is  
17 toward that trend, because that has by year, it means you  
18 increase by year how many and it was just extended as  
19 Evergreen.

20 Q. Okay. If I can show you several documents that are  
21 being identified as Claimant's Exhibit Forty-seven which  
22 include a letter dated July 18, 2016 from SUNY Albany to Dr.  
23 Alaei, as well as, a letter dated April 6, 2017 from SUNY  
24 Albany to Dr. Alaei.

25 THE COURT: Are they marked separately?

1 MR. CASTIGLIONE: There's just one sticker on  
2 for Forty-seven.

3 THE COURT: Are -- are these renewal letters?

4 MR. CASTIGLIONE: Yes.

5 THE COURT: Any objections, Mr. Rotondi?

6 MR. ROTONDI: No, Your Honor.

7 THE COURT: Without objection Claimant's Exhibit  
8 Forty-seven was admitted.

9 MR. CASTIGLIONE: Thank you, Your Honor.

10 BY MR. CASTIGLIONE: (Cont'g.)

11 Q. Dr. Alaei, this letter I'm showing you dated July 18,  
12 2016 from SUNY Albany. Do you recognize this --?

13 THE COURT: It's part of Forty-seven?

14 MR. CASTIGLIONE: Yes, it's part of Forty-seven.

15 THE COURT: Okay.

16 BY MR. CASTIGLIONE: (Cont'g.)

17 Q. Dr. Alaei, I'm showing you part of Exhibit Forty-seven  
18 which is a letter from SUNY Albany dated July 18, 2016. Can  
19 you explain to me your understanding of what's reflected in  
20 this letter?

21 A. Yeah, it's -- it's a renewal, which was approved by  
22 the Senior Vice President for Academic Affairs and Provost.

23 Q. So this says this renewal is for the period beginning  
24 May 1, 2017 and ending April 30th, 2018. Your annual salary  
25 will be a hundred and thirty thousand subject to any changes as

1 me authorized or required by law. Let me ask you in the first  
2 place, did you receive a salary increase?

3 A. Yes, significant thirty-five percent due to my, you  
4 know, achievements.

5 Q. And your prior -- your initial appointment letter was  
6 for approximately ninety-two thousand?

7 A. Yes, and I -- I was offered to be served as associate  
8 dean of global and interdisciplinary research due to my  
9 achievements.

10 Q. Okay. And this renewal term about you were being  
11 renewed for the period beginning May 1, 2017 and ending April  
12 30, 2018. Can you explain to me what that means under the  
13 terms of what you were explaining your Evergreen appointment?

14 A. It means that was continued.

15 Q. Okay.

16 A. And in addition, was increased, it means I -- I  
17 targeted beyond the initial set targets.

18 Q. So in your understanding of your Evergreen  
19 appointment, what would your terms be in terms of employment  
20 years under this letter?

21 A. It means that if you are meeting the metrics, it  
22 automatically will be renewed.

23 Q. Okay.

24 A. If you don't meet, that will be a stop, and as soon as  
25 it gets a stop you have to have two years.

1 Q. So -- so you were renewed through 2018 under this  
2 letter, how many years would you be entitled to under your --?

3 A. Yeah, two years at least. Yeah.

4 Q. Two years at least after 2018?

5 A. I don't know from this letter.

6 THE COURT: Well, for the trier of fact to  
7 determine whether or not --.

8 MR. CASTIGLIONE: Okay.

9 THE COURT: Move on.

10 BY MR. CASTIGLIONE: (Cont'g.)

11 Q. I'm showing you what was part of the Exhibit Forty-  
12 seven is a letter dated April 6, 2017 from SUNY Albany to Dr.  
13 Alaei. Do you recall this letter or recognize this letter?

14 A. Yes, it was renewed again due to my achievement and  
15 was extended until April 30th, 2019.

16 Q. Okay. And so your salary was the same, a hundred and  
17 thirty thousand?

18 A. Yes, it was the same. Which means if --.

19 THE COURT: Well, that's good, Doctor.

20 THE WITNESS: Okay.

21 BY MR. CASTIGLIONE: (Cont'g.)

22 Q. I'm going to show you, Dr. Alaei --.

23 MR. CASTIGLIONE: I'd like to move into evidence  
24 document identified as a letter dated April 7, 2016, from  
25 University to Albany to Dr. Alaei which is identified as

1 Claimant's Number Forty-eight. And this was GG in my  
2 list.

3 THE COURT: Any objection, Mr. Rotondi?

4 MR. ROTONDI: No objection.

5 THE COURT: Admitted without objection  
6 Claimant's Forty-eight.

7 BY MR. CASTIGLIONE: (Cont'g.)

8 Q. Dr. Alaei, I'm showing you what's been identified as  
9 Claimant's Forty-eight, a letter from SUNY Albany to you dated  
10 April 7, 2016. This reflects a change in your employment  
11 status indicated below salary increase effective date, January  
12 1, 2016.

13 Was there any title or -- or other responsibility increase  
14 associated with this?

15 A. Yes, I became in addition to all the previous  
16 appointment, I served as the associate dean for global and  
17 interdisciplinary research, which was a university-wide  
18 position to engage faculties from different departments,  
19 colleges and schools to be more engaged in research and more  
20 global initiatives.

21 Q. Okay.

22 THE COURT: Was that understanding, Doctor,  
23 based upon discussions or oral representations made to you  
24 because as reflected in that exhibit, those terms are not  
25 set forth in that exhibit. So how were you made aware of

1 the additional responsibilities?

2 THE WITNESS: Because the dean had a meeting  
3 with me, Harvey Charles wrote a letter of justification  
4 --.

5 THE COURT: Which dean?

6 THE WITNESS: The dean of the international  
7 education and global strategies.

8 THE COURT: Name?

9 THE WITNESS: Harvey Charles. Harvey, H-A-R-V-  
10 E-Y --.

11 THE COURT: Charles.

12 THE WITNESS: Charles, yes.

13 THE COURT: Go ahead, Counsel.

14 THE WITNESS: And there's a letter that he wrote  
15 about the justification.

16 BY MR. CASTIGLIONE: (Cont'g.)

17 Q. Following up to the judge's point, can you explain to  
18 me your various jobs and responsibilities between 2014 and  
19 2018?

20 A. Yeah, I had, you know, several, you know,  
21 responsibilities, you know, as a director of the Global  
22 Institute for Health and Human Rights, I was able to attract a  
23 lot of faculties and students. So we started with three  
24 students ended up having fifty-nine students, you know, working  
25 with me.

1 Because I realized a lot of them are gifted students, but  
2 they were working at restaurants. I said, they deserve to be  
3 (unintelligible) in research. I engage them in research, and  
4 they were working with me on grants, and they hired themselves  
5 on those grants.

6 And they applied for a very competitive prestigious  
7 (unintelligible) opportunities like, you know, N.I.H., C.D.C. -  
8 -.

9 MR. ROTONDI: Your Honor, it's not responsive to  
10 the question.

11 THE COURT: I'll give him a little latitude, Mr.  
12 Rotondi, overruled. Go ahead.

13 THE WITNESS: So by this -- the point at the  
14 G.I.H.H.R. was to have more interdisciplinary research.  
15 As a faculty, I was teaching and develop the first Global  
16 Health and Human Rights index SUNY system and also I  
17 developed a course for honors students, which was the --  
18 all the honors of students from different departments,  
19 they join us.

20 And also, as an associate dean for global and  
21 interdisciplinary research brought an engage different  
22 research centers and faculties to apply for grants.

23 BY MR. CASTIGLIONE: (Cont'g.)

24 Q. Okay. Who was Harvey Charles?

25 A. Harvey Charles was a dean of international education



1 and global strategist and also associate provost for  
2 international education, I think.

3 Q. Did you work for Dr. Charles or work with Dr. Charles?

4 A. Yes, he became my supervisor.

5 Q. Okay. Do you -- for your work overtime, did you  
6 receive any performance reviews about your work efforts or work  
7 product?

8 A. Yes.

9 Q. Can you explain to me what you received --

10 A. Yes.

11 Q. -- if anything?

12 A. I -- I had an annual report for him for the  
13 evaluation, and always he was happy with the evaluation.

14 Q. Okay. Did you -- do recall receiving any negative  
15 performance reviews for your work?

16 A. Not at all, and it -- my work was always published in  
17 the annual report as a spotlights of achievements, both for the  
18 -- the magazine that they have been created by Office of  
19 International Education also by the Vice President for  
20 Research, James Diaz, that they like selected very few each  
21 year that they had a -- well-establishment of research and work  
22 was highlighted in that report.

23 Q. Okay. If I can refer you to --.

24 THE COURT: Did -- was Harvey Charles who would  
25 provide you with your performance evaluations?

1 THE WITNESS: Yes.

2 MR. CASTIGLIONE: I'm identifying to introduce  
3 Claimant's Number Four, a letter from the SUNY Chancellor  
4 dated February 10, 2017 to my client and his brother.

5 THE COURT: Any objection, Mr. Rotondi?

6 MR. ROTONDI: Which one is that?

7 MR. CASTIGLIONE: Which was Exhibit B in my  
8 list.

9 MR. ROTONDI: No objection.

10 THE COURT: Without objection, Claimant's Four  
11 is admitted. Who's it from, Mr. Castiglione?

12 MR. CASTIGLIONE: Nancy Zimpher Chancellor of  
13 SUNY.

14 BY MR. CASTIGLIONE: (Cont'g.)

15 Q. Dr. Alaei, I'm showing you what's been identified as  
16 Claimant's Exhibit Four, a letter dated February 10, 2017. Do  
17 you recall this document?

18 A. Yes.

19 Q. Can you explain to me what this document reflects?

20 A. Yeah, that was the -- the Chancellor of the SUNY  
21 system which oversees sixty-five campuses that directly send  
22 this letter to me. And, you know, recognize or achievements  
23 not only for the, you know, service to the department or campus  
24 to the, you know, New York State.

25 Q. Okay, thank you. Did G.I.H.H.R. have a Board of

1 Directors?

2 A. Yes.

3 Q. Can you explain generally how people were qualified to  
4 be on the Board of Directors?

5 A. Sure. So to establish --.

6 THE COURT: Briefly.

7 THE WITNESS: Sorry.

8 BY MR. CASTIGLIONE: (Cont'g.)

9 Q. Briefly, yeah.

10 A. Can you repeat your question, I forgot, sorry.

11 Q. Sure. Can you briefly explain to me how somebody  
12 became on the Board of Directors for --

13 A. Yes.

14 Q. -- G.I.H.H.R.?

15 A. So when we established a G.I.H.H.R. we submitted all  
16 of the structure including Board of Directors, advisory board  
17 and affiliated faculties with their information and letters.  
18 It was reviewed by the University Senate and approved by the  
19 university.

20 Q. And -- and what type of people were on the Board of  
21 Directors?

22 A. Board of Directors were senior administrators at the  
23 university in the capacity of chairs of significant  
24 departments, dean of schools, dean of colleges and vice  
25 presidents in respective areas.

1 Q. Do you know who Kevin Williams is?

2 A. Yes, he was the vice provost.

3 THE COURT: What was the question?

4 MR. CASTIGLIONE: Do you know who Kevin Williams  
5 is?

6 THE COURT: Go ahead.

7 THE WITNESS: Yes, he is the vice provost.

8 BY MR. CASTIGLIONE: (Cont'g.)

9 Q. Was he on the board Of Directors?

10 A. Yes.

11 Q. Do you know who Fardin, F-A-R-D-I-N Sanai, S-A-N-A-I  
12 is?

13 A. He's the vice president of the University at Albany.

14 Q. Was he on the Board of Directors?

15 A. Yes.

16 Q. Did you directly report to the Board of Directors?

17 A. Yes.

18 Q. Okay. Did you have meetings with the Board of  
19 Directors?

20 A. Yes, every four months.

21 Q. Okay. And you had mentioned there was another board,  
22 an advisory board?

23 A. Yes.

24 Q. Can you explain to me what that was?

25 A. Sure. The advisory board were the prestigious members

1 from academia, including the presidents of Albany Law School,  
2 the president of College of Pharmacy, and the world class  
3 experts from Harvard University, Johns Hopkins, Yale  
4 University, Brown Medical University, Columbia, that they were  
5 serving at a capacity of Health and Human Rights in their  
6 respective -- including Director of Center for Health and Human  
7 Rights at Johns Hopkins.

8 Q. Did the advisory board ever meet with the board of  
9 directors?

10 A. Yes, every year they were invited by the president and  
11 they were hosted by the vice presidents. So we had one day-  
12 long meeting that they came here and we reported to them.

13 Q. Okay. As of January 2018, what was your primary  
14 position with the University of Albany at that point?

15 A. I was the faculty member, associate research professor  
16 and lecturer. And also, I was the director of the G.I.H.H.R.  
17 and associate dean for global and international research.

18 Q. Okay. Were you undertaking any efforts to advance  
19 your career at that point?

20 A. Yes.

21 Q. Can you explain to me what kind of efforts you were  
22 taking?

23 A. Sure. Because there was a discussion, I was non-  
24 tenure, even I had Evergreen for two years, but in long run it  
25 was not very sustainable. So there was a conversation I had

1 with Bill (unintelligible) and the provost at that time was  
2 James Stellar.

3 And they said, if you can show these achievements and get  
4 some offers from other places, that may be a good way that we  
5 talk to the new president, because we have a new president, and  
6 that will be opportunity to be a tenure or get another  
7 position.

8 So I talked to the vice -- vice -- vice associate provost  
9 Kevin Williams and he said, this is usually common practice  
10 that you get offered from other universities and show and that  
11 may be a good, you know, justification to give you tenure.

12 Q. Did you do anything to --

13 A. Yes.

14 Q. -- trying to get other offers?

15 A. Yes.

16 Q. What did you do?

17 A. So I was informed that there is an opportunity as a  
18 deanship, dean of the college which oversees seven departments  
19 over two hundred faculties at York College, Y-O-R-K College.

20 Q. And where is York College?

21 A. In New York City.

22 Q. Okay.

23 THE COURT: Where is it?

24 THE WITNESS: In New York City.

25 BY MR. CASTIGLIONE: (Cont'g.)

1 Q. Okay. Can you explain to me your experience with York  
2 College?

3 A. Yes, so I -- I submitted my, you know, sixty plus  
4 pages of C.V.s and cover letter and they invited me for the  
5 virtual interview, so I went to the virtual interview and I  
6 shared with the vice provost, and he was happy because that was  
7 very senior position.

8 And I was very, you know, like in that age, young. And  
9 then after that, it was very successful and they invited me in  
10 December 2017, as a top finalist to go to campus interview.

11 Q. And -- and that was for the dean of the entire York  
12 College?

13 A. Yes.

14 Q. Okay. What happened next with York?

15 A. So we scheduled that and they suggested some date, I  
16 think, if I'm not wrong, I went in January 16 of 2018 as the  
17 first finalist candidate to the campus interview.

18 Q. Okay. So you said you were a finalist candidate?

19 A. Yes.

20 Q. Did York communicate that to you in any way?

21 A. So it was -- it went very well, they were very  
22 supportive and they said that the process each they will --  
23 they asked me to fill out the form and introduce my supervisors  
24 and the university contact. And they said in, you know, after  
25 they finished the interviews there is contact the University at

1 Albany for reference check.

2 Q. So you provided them with your references?

3 A. Exactly --

4 Q. Okay.

5 A. -- in a form they had with all the details, numbers,  
6 images and so on.

7 Q. Who did your references identify?

8 A. I can't remember all, but one of them was my direct  
9 supervisor, which was Harvey Charles --

10 Q. Okay.

11 A. -- vice provost for international education.

12 Q. Okay. I want to talk to you about the alternative  
13 assignment, the -- in the first place, so under the U.U.P. do  
14 you have any general understanding of what membership provided  
15 to you?

16 A. Yeah, they said, if something happened, you know, you  
17 are protected by, you know, union -- U.U.P. agreement with  
18 SUNY. And, you know, just -- if something happened, you know,  
19 tell us and we protect your right.

20 Q. Okay. I want to show you a letter from SUNY Albany.

21 MR. CASTIGLIONE: I'd like to introduce into  
22 evidence, this is identified as plaintiffs -- plaintiffs  
23 -- excuse me, Claimant's Exhibit Eight. It's a letter  
24 from SUNY Albany to Dr. Alaei dated February 8, 2018, with  
25 some attachments. And that is Exhibit F on my list.



1 MR. ROTONDI: No objection.

2 THE COURT: Without objection, Claimant's Eight  
3 is admitted. Date on the letter again? February 8, okay.

4 MR. CASTIGLIONE: Yes.

5 THE COURT: Got it, yeah.

6 BY MR. CASTIGLIONE: (Cont'g.)

7 Q. Dr. Alaei, do you recognize what this document is?

8 A. Yes.

9 Q. Is this the alternative assignment letter that you  
10 were given by SUNY Albany?

11 A. Yes.

12 Q. Okay. How did you receive this letter?

13 A. So it was in February, I think 8 --.

14 THE COURT: I'm sorry?

15 THE WITNESS: February 8th of 2018, that I  
16 received an email from the, you know, Human Resource. And  
17 then a few minutes after I received a call, the gentleman  
18 who on the phone said, come to human resource. I said,  
19 why? They said, just come here.

20 BY MR. CASTIGLIONE: (Cont'g.)

21 Q. Did you talk to anybody before going to Human  
22 Resources?

23 A. I went to my, you know, direct supervisor --.

24 Q. Who is that?

25 A. Harvey Charles.

1 Q. Harvey Charles?

2 A. And I said, this is shocking, why Human Resource  
3 called me because I can't remember that he called me. Yeah, so  
4 I was very shocked and nervous, what's happening.

5 Q. So what happened when you went to Human Resources?

6 A. So I went there, there were two gentlemen was sitting  
7 there and they show me that -- this letter. And they said, you  
8 are in alternative assignment, even it was confusing for me.  
9 What's the reason, I'm very shocking, and they said, you  
10 shouldn't go back to work.

11 I said, why? And they didn't give me a reason. And I  
12 asked them, please give me just some explanation, what's the  
13 reason, you know, I studied law I know that is a kind of right  
14 to know what is the reason.

15 Particularly I study human rights as a basic rights, you  
16 have to know -- they said no. And I said, I want to consult  
17 with my attorney, I wanted to find -- talk to U.U.P. or anyone.  
18 They said, no, you don't need to talk, just sign it.

19 They insisted me to sign but I didn't, and they said you  
20 shouldn't talk to anyone, any current or former students or  
21 staff. I said --.

22 Q. Let me -- let me ask you before you -- you continue.  
23 This letter in the first paragraph says, that -- and it's from  
24 Randy Stark, I'm conducting a disciplinary investigation. Did  
25 they explain to you what that meant?

1 A. Not at all.

2 Q. Okay. They told you -- it says in the first paragraph  
3 to perform an alternative assignment and an alternate work  
4 location. What did they explain to you about that?

5 A. They said that --.

6 THE COURT: I'm going to stop you there,  
7 Counsel, that's -- hearsay the letter speaks for itself.  
8 What he's about to testify to is hearsay, so unless you  
9 can otherwise --.

10 MR. CASTIGLIONE: I would say would be an  
11 admission by SUNY Albany.

12 THE COURT: Well, I'll hear that, and I'll hear  
13 the answer and then I'll move on the Court's objection,  
14 ask the question again.

15 MR. CASTIGLIONE: Okay.

16 BY MR. CASTIGLIONE: (Cont'g.)

17 Q. About the alternative assignment, alternative  
18 location, do they tell you anything about that?

19 A. Yes, they said, you shouldn't go back to work and if  
20 you have some things you wanted to pick up, we send a police  
21 officer to come with you. And I said, I have fifty-nine  
22 students working there, I go with the police as a criminal.

23 So I -- I said, I can't go to my office. And then they  
24 said, you just report to Harvey Charles about those assignment  
25 that is listed here.

1 THE COURT: Okay, Counsel, go ahead.

2 MR. CASTIGLIONE: Okay. Thank you, Judge.

3 BY MR. CASTIGLIONE: (Cont'g.)

4 Q. This talks about in -- in one of these bullet points  
5 in the second paragraph, and it's the one, two, three, fourth  
6 bullet point down. It says, Dr. Charles, who advised you as to  
7 those who have been identified to fulfill this role in your  
8 absence and with whom you will be permitted to contact.

9 The foregoing sentence talks about including but not  
10 limited to you being available to be contacted by others to  
11 answer questions from those who may be assigned to provide  
12 oversight of the grants awarded to G.I.H.H.R. Can you explain  
13 to me what grants they're talking about in this letter?

14 A. Yeah, I had several grants, including two major  
15 federal grants that they were very sensitive, it was funded by  
16 the U.S. Department of State and super confidential. And this  
17 is non-solicited grants, and I was leading those two grants was  
18 for human rights education for lawyers inside Iran to train  
19 three hundred.

20 And also, health professionals on the Women's Center  
21 rights for two hundred seventy professionals, very sensitive.

22 Q. And did you say Iraq?

23 A. Iran, I-R-A-N.

24 Q. Iran, okay.

25 A. Yes.

1 Q. I'm sorry. The -- the second page of Claimant's  
2 Exhibit Eight, which I'm putting into focus. The second page  
3 of Claimant's Exhibit Eight directed you not to discuss this  
4 matter in any way with others, including not limited to -- or  
5 it's -- includes but not limited to current and former  
6 students. Do they explain to you anything about what that  
7 meant?

8 A. No, because they didn't say any -- anything. I said,  
9 what should I talk and this is like, we had one hundred sixty  
10 thousand students alumni, this means anywhere I should go in  
11 Albany, I should ask them.

12 Are you a UAlbany alumni, if yes, I shouldn't communicate  
13 with them. And I said, even my, you know, family members, my  
14 sister is, you know, students at Albany. So it was really very  
15 extensive and outrage that not to communicate for anyone on  
16 what, and they don't tell me anything.

17 THE COURT: Doctor, did you earlier testify that  
18 you declined to sign this. Is that what you had said?

19 THE WITNESS: Yes.

20 THE COURT: Okay. Go ahead, Counsel.

21 MR. CASTIGLIONE: Thank you, Your Honor.

22 BY MR. CASTIGLIONE: (Cont'g.)

23 Q. Did you have any work scheduled for that day?

24 A. Yes, I had a presentation which was scheduled six  
25 months in advance, it was campus wide and they wanted to screen

1 award B.B.C. document, which was about one of my best  
2 practices, which received 2005 award.

3 And it was the -- the -- the -- the T.V. of the week for  
4 Channel Two of the B.B.C.

5 Q. Do they -- did you tell them about your -- your work  
6 schedule that day?

7 A. Yes, I said everybody's coming from entire campus to  
8 talk about rights of people living with HIV/AIDS, especially  
9 women's rights, but they said, no, you shouldn't go.

10 Q. How did the meeting with H.R. end that day?

11 A. So it was very stressful, it was shocking for me.  
12 (unintelligible) I had five (unintelligible) in Iran, but that  
13 wasn't Iran wish we had crazy regime, you can't expect human  
14 rights. But here is New York, (unintelligible) --

15 MR. ROTONDI: Your Honor, --

16 THE WITNESS: -- very democratic --

17 MR. ROTONDI: Objection, this is non-responsive  
18 to the question. The question was, how did the meeting  
19 end.

20 THE COURT: Yea, sustained. What was the  
21 conclusion of the meeting, Doctor?

22 THE WITNESS: This is what it is, you shouldn't  
23 go back to work. And I said, I have a lot of projects, I  
24 have a lot of meetings --

25 THE COURT: When did you -- when he left the

1 H.R. meeting where did he go?

2 THE WITNESS: I go home.

3 THE COURT: Okay. Next question.

4 BY MR. CASTIGLIONE: (Cont'g.)

5 Q. How did it make you feel going through that  
6 experience?

7 A. It was (unintelligible) several weeks I couldn't sleep  
8 because I was the human rights advocate globally. And my right  
9 was not recognized in the university that I develop graduate  
10 degrees on human rights.

11 Q. There's -- just so you know there's tissues on the  
12 corner --

13 A. Thank you.

14 Q. -- Dr. Alaei. This exhibit, the -- the February 8th  
15 letter from SUNY putting you on alternative assignment, it  
16 referred to Dr. Charles reaching out to you about the grants.  
17 Did he ever contact you about the grants?

18 A. So we had --.

19 THE COURT: Yes or no.

20 THE WITNESS: Yes.

21 BY MR. CASTIGLIONE: (Cont'g.)

22 Q. Okay. What did he say?

23 A. Said, these are very important, very sensitive grants.  
24 Please, let me continue the grants, I had a lot of projects, I  
25 had the project with International AIDS Society. I had a high-

1 level consultation with fifteen countries leaders, I said all  
2 often, they need to be supervised.

3 Q. Okay. If I can show you Claimant's -- it is  
4 Claimant's Exhibit Number Twenty-three, it's an email from Dr.  
5 Alaei to Harvey Charles.

6 MR. CASTIGLIONE: If I can move this into  
7 evidence?

8 THE COURT: Do you have it, Mr. Rotondi?

9 MR. ROTONDI: Yes.

10 THE COURT: Any objection?

11 MR. ROTONDI: No.

12 THE COURT: Claimant's Twenty-three is admitted  
13 without objection. Can we just go off the record for a  
14 moment and have counsel come approach?

15 (Off the record; 12:06:20 to 12:08:25)

16 THE MONITOR: On the record.

17 BY MR. CASTIGLIONE: (Cont'g.)

18 Q. Dr. Alaei, I'm showing you what's been identified and  
19 introduced as Claimant's Exhibit Twenty-three. Do you  
20 recognize this document?

21 A. Yes.

22 Q. Okay. In this document you're advising Dr. Charles  
23 that the university has barred you from communicating with the  
24 grants and programs you're administering. Is that accurate, a  
25 --?



1 UNIDENTIFIED SPEAKER: (unintelligible).

2 BY MR. CASTIGLIONE: (Cont'g.)

3 Q. This letter said -- excuse me, this email says the  
4 university has barred you from communicating on grants or  
5 programs you had been working on before your alternative  
6 assignment. Is that correct?

7 A. Yes.

8 Q. That's what happened?

9 A. Yes.

10 Q. Okay. You've said this, you had shared concerns over  
11 the phone twice about the work being done with Iran?

12 A. Yes.

13 Q. Okay. And then you identified that the grants were  
14 very sensitive and needed constant oversight. And then you  
15 were expressing your deep concern. Is that consistent with  
16 what you'd been raising?

17 A. Yes.

18 Q. Do you recall that Harvey Charles ever provided any  
19 substantive response about the concerns you're raising here?

20 A. He just say I will, you know, thank you for sending  
21 this, I will consider that. But there was no follow-up and I  
22 shared how important it was because it was during the sensitive  
23 time that a lot of people were arrested in Iran, for similar  
24 trainings.

25 And these need a very technical specialty first to know

1 the language of Farsi, and second is about the human rights  
2 which needs to advance training and get qualified clearance  
3 from the State Department in advance, but I think they didn't  
4 do any of those.

5 Q. Okay. Do you know -- do you have personal knowledge  
6 of what happened to the grants you were working on?

7 A. So I think they gave it to two interim directors  
8 overnight.

9 THE COURT: They what?

10 THE WITNESS: They -- they gave it to two  
11 interim -- interim -- interim directors of the G.I.H.H.R.  
12 overnight.

13 THE COURT: Yeah but, the question was, do you  
14 know what happened with the grant applications?

15 BY MR. CASTIGLIONE: (Cont'g.)

16 Q. Yeah, ultimately, what had -- do you know what  
17 happened with these grants?

18 A. So I -- I don't know, they just -- because I had no  
19 communication for six months.

20 Q. Okay.

21 MR. CASTIGLIONE: Thank you, Your Honor, we can  
22 take a break.

23 THE COURT: All right. We're going to break at  
24 this time for lunch, we're going to return at one fifteen  
25 sharp.

1 Doctor, you are not to discuss anything about  
2 the case with your attorney. Do you understand, you can  
3 go to lunch with them, you can talk about anything but the  
4 case --

5 THE WITNESS: Sure.

6 THE COURT: -- understood?

7 THE WITNESS: Definitely.

8 THE COURT: And counsel, as an officer of the  
9 Court I'll -- of course, expect you will abide by the  
10 Court's instruction.

11 MR. CASTIGLIONE: Yes, sir.

12 THE COURT: Okay. Anything from you, Mr.  
13 Rotondi, before we break?

14 MR. ROTONDI: No, Your Honor.

15 THE COURT: All right. We stand in recess until  
16 one fifteen, thank you.

17 (Off the record; 12:11:06 to 13:21:01)

18 THE MONITOR: On the record.

19 THE COURT: Good afternoon, everyone. We have  
20 reconvened on the matter of Dr. Kamiar Alaei, claim number  
21 one three two five five four. All parties were present  
22 including the doctor who was providing direct testimony  
23 when we recessed for lunch, all parties have returned.  
24 Thank you to your (unintelligible) in accordance with the  
25 judges wishes -- the Court's wishes.

1 In the interim during the luncheon break court  
2 monitor Graziano was kind enough to compile for me the  
3 sixty-three item Claimant's exhibit list and several of  
4 them have already been admitted.

5 Mr. Rotondi, of the remaining exhibits can you  
6 tell me -- would you tell me which would be agreeable to  
7 stipulate into evidence?

8 MR. ROTONDI: Let's see. No, I don't think I  
9 can, Your Honor.

10 THE COURT: Okay.

11 MR. ROTONDI: I still need -- I would need -- I  
12 would need to go up and look.

13 THE COURT: Okay. Maybe during the next recess,  
14 we can do that.

15 MR. ROTONDI: Sure.

16 THE COURT: Do you want -- do you want to take a  
17 few minutes now?

18 MR. ROTONDI: We're working on it right now, I  
19 mean, I can just go up and introduce until -- yeah -- no,  
20 I'm going to identify the ones and then you're going to  
21 --.

22 THE COURT: Off the record, Joe.

23 MR. ROTONDI: Sorry, off the record.

24 THE MONITOR: Off the record.

25 (Off the record; 13:22:42 to 13:23:3)

1 THE MONITOR: On the record.

2 THE COURT: Okay. Mr. Castiglione, you can  
3 resume your direct examination of the Claimant.

4 MR. CASTIGLIONE: Your Honor, I apologize, can I  
5 -- can we just go off the record for a minute, Mr. Rotondi  
6 had identified certain exhibits on our list that I just  
7 want to give to him so he can keep those out.

8 THE COURT: Off the record, please.

9 (Off the record; 13:23:52 to 13:26:56)

10 THE MONITOR: On the record.

11 THE COURT: Okay. Mr. Castiglione, please  
12 continue your examination of the doctor. Thank you.

13 MR. CASTIGLIONE: Thank you, Your Honor.

14 BY MR. CASTIGLIONE: (Cont'g.)

15 Q. Dr. Alaei, I refer you to what has been marked as  
16 Claimant's Exhibit Twenty-One.

17 THE COURT: Right. Mr. Sommer, if you will, in  
18 short order, complete your cross referencing  
19 (unintelligible) pass let us know because I want to give  
20 Mr. Rotondi the opportunity to stipulate en masse, if  
21 possible, okay?

22 MR. SOMMER: Got you, Your Honor.

23 THE COURT: Okay. Thanks. Go ahead, Counsel.

24 MR. CASTIGLIONE: Claimant's Exhibit Twenty-one  
25 is a letter -- or email, excuse me, from Harvey Charles to

1 Dr. Alaei dated February 13th, 2018. Anthony, this would  
2 be Exhibit N in my book. If we could move this into  
3 evidence, I think the parties have stipulated to it.

4 MR. ROTONDI: No objection.

5 THE COURT: Without objection, Claimant's  
6 Exhibit Twenty-one is admitted.

7 BY MR. CASTIGLIONE: (Cont'g.)

8 Q. Dr. Alaei -- Dr. Alaei, this Exhibit N is an email  
9 from Harvey Charles to you. It talks about off campus  
10 engagements. It says, I wanted to alert you to the fact that  
11 I'm aware that you have had commitments for presentations in  
12 various places around the U.S. and even possibly other  
13 countries.

14 It goes on to say you can participate in these events as a  
15 private individual but not in your former capacity as a  
16 G.I.H.H.R. Can you explain to me what -- what these events or  
17 presentations that are being referred to, what they are.?

18 A. Yes, they were very prestigious like one of them was  
19 Los Alamos. That's the largest national lab with eleven  
20 thousand staff that they had an event organized  
21 (unintelligible) U.S. Ambassador to United Nation, and they  
22 wanted to have a special panel and they invited me to present  
23 over there.

24 Q. Okay. And so in other words, these were off-campus  
25 speaking engagements you had been involved in?

1 A. Yes. With global visibility and coverage.

2 Q. And Harvey Charles advised you could participate as a  
3 private individual but not as affiliate with SUNY Albany. Is  
4 that correct?

5 A. Yes.

6 MR. CASTIGLIONE: Okay. Dr. Alaei, I'd like to  
7 refer you to what's being identified as Claimant's Exhibit  
8 Nineteen. An email from Harvey Charles to a Linda  
9 Zrgykowski, Z-R-G-Y-K-O-W-S-K-I, to -- email from Mr.  
10 Charles to Ms. Zrgykowski.

11 Preceding in front of it, there was an email  
12 from Ms. Zrgykowski to Mr. Harvey, both dated February  
13 14th. It's identified as Claimant's Number Nineteen  
14 which, Anthony, it would be M One on my list. I'd like to  
15 move this into evidence, Your Honor.

16 MR. ROTONDI: No objection.

17 THE COURT: Without objection Claimant's  
18 Nineteen is admitted.

19 BY MR. CASTIGLIONE: (Cont'g.)

20 Q. So I'm going to show this to you, Doctor. I'm going  
21 to show this to you, Dr. Alaei. In this email, there is a  
22 reference from Ms. Zrgykowski to Harvey Charles about the  
23 (unintelligible) library.

24 It says in part I understand that Kamiar will no longer be  
25 participating. We will take his name off the promotional

1 materials and we'll backfill a slot with another person from  
2 the university community.

3 It says at the bottom we will not be including Dr. Alaei  
4 any L-LC related events this spring. Can you explain to me  
5 what this human library program was?

6 A. Yeah, there was a very special program that they  
7 invited very well-established authors to share about their  
8 memos and they invited me to share my case, which was  
9 recognized. It was, you know, scheduled six months in advance  
10 and they invited the entire campus for that.

11 And the other one about Living Learning Community was the  
12 community within UAlbany that I developed to help students from  
13 freshmen who wanted to focus on human rights. We, you know,  
14 train.

15 So from the first semester, they were working with me for  
16 four years and the retention rate one -- was one hundred  
17 percent. So it was one of the most successful programs of  
18 living learning community.

19 When I had a phone conversation with Harvey Charles, he  
20 said you should not use --.

21 MR. ROTONDI: Objection, Your Honor.

22 THE COURT: Sustained. You can stop here,  
23 Doctor. Next question.

24 MR. CASTIGLIONE: But Your Honor, that would be  
25 an admission by SUNY.



1 THE COURT: Well, I don't know that -- I don't  
2 know if it's an admission. And second of all, I don't  
3 know that the individual involved had speaking authority  
4 for the university, so move on.

5 BY MR. CASTIGLIONE: (Cont'g.)

6 Q. As to this email from Harvey Charles to Ms.  
7 Zrgykowski, did you tell Ms. Zrgykowski you were not going to  
8 be attending this conference?

9 A. I told Harvey because I was not allowed to say to  
10 anybody else besides Harvey Charles.

11 MR. CASTIGLIONE: Okay. Thank you. If I can  
12 move into evidence an email chain between Brian Selchick,  
13 Harvey Charles and others. Excuse me. No, I won't do  
14 that. I'm sorry.

15 Claimant's Exhibit Eighteen is part of it.  
16 There is an email from a John Ventura to Dr. Alaei dated  
17 February 8th, 2018 and as well as an email from James Diaz  
18 to Dr. Alaei dated February 8th, 2018. This would be,  
19 Anthony, Exhibit Twenty. I'd like to move this into  
20 evidence.

21 MR. ROTONDI: Do you know what the old number  
22 is?

23 MR. CASTIGLIONE: Yes. The old numb -- I'm  
24 sorry. Exhibit M. I'm sorry.

25 MR. ROTONDI: No objection.

1 THE COURT: Without objection Eighteen is  
2 admitted.

3 BY MR. CASTIGLIONE: (Cont'g.)

4 Q. Dr. Alaei, if I could point your attention to the  
5 email on the screen from John Ventura to you dated February  
6 8th, 2018. It says in part, for seventy-five years, Los Alamos  
7 National Laboratory has provided technical solutions to the  
8 nation's most talent -- challenging national security  
9 questions.

10 It goes on to talk about our plan would be for you to sit  
11 on a panel with North Korean refugees and U.S. Ambassador to  
12 U.N., Nikki Haley. Did you receive -- you receive this email  
13 as reflected in the email above?

14 A. Yes.

15 Q. And then I see you reached out to James Diaz about  
16 this?

17 A. Yes.

18 Q. Who is/was Mr. Diaz

19 A. He was the Vice President for Research.

20 Q. Okay.

21 A. Oversees all the research institution including  
22 G.I.H.H.R.

23 Q. And so this says, for Mr. Diaz, thanks for sharing. I  
24 was surprised about your meeting with H.R. Please discuss this  
25 opportunity with Harvey for guidance. It may be possible as a

1 private citizen.

2 Was SUNY not letting you participate in these events as an  
3 employee or faculty member of SUNY?

4 A. Yes. Unfortunately, they told me you cannot use any  
5 affiliation title even from University at Albany. So it was  
6 very embarrassing for me to go there and say I am  
7 (unintelligible) citizen.

8 Q. Okay.

9 MR. ROTONDI: Your Honor, I move to strike that  
10 last -- last portion.

11 THE COURT: Sustained. Last part is stricken.

12 BY MR. CASTIGLIONE: (Cont'g.)

13 Q. How did it make you feel not being able to represent  
14 yourself as an employee of SUNY for speaking engagements you  
15 had been dealing with?

16 MR. ROTONDI: Objection, Your Honor, relevance.

17 MR. CASTIGLIONE: Your Honor, part of the claim  
18 here is emotional distress and part of the claim here is  
19 wrongful termination based on not following protocol for  
20 the disciplinary --.

21 THE COURT: Means there is a -- there is a --  
22 there is an emotional distress from Mr. Rotondi.

23 MR. CASTIGLIONE: We're not going to  
24 (unintelligible), Your Honor, as opposed to the fact that  
25 allegedly caused the emotional distress.

1 THE COURT: Doesn't it?

2 MR. ROTONDI: No, because the issue is not only  
3 we have a wrongful termination claim based in part that  
4 SUNY wasn't following. They can't properly discipline my  
5 client before they did an investigation, before they did  
6 findings, including precluding him from speaking at events  
7 and representing himself as an employee of SUNY.

8 It goes to suffering. Actually, in order to  
9 have an emotional distress claim, you have to suffer  
10 emotional distress before you can measure the damages.

11 THE COURT: Let's take it as an article of faith  
12 he has testified to that he has been distressed by these  
13 events and we'll leave it to that. Other than that, the  
14 objection is sustained.

15 MR. CASTIGLIONE: Okay.

16 THE COURT: Would it be fair to say, Doctor,  
17 based upon your prior testimony you were distressed by all  
18 of these events? Is that a fair statement?

19 THE WITNESS: More than distress, it's  
20 embarrassing.

21 THE COURT: Okay.

22 BY MR. CASTIGLIONE: (Cont'g.)

23 Q. If I can refer you back to your alternative assignment  
24 letter.

25 THE COURT: Is that number one?

1 MR. CASTIGLIONE: I think it was --

2 THE COURT: Well, excuse me. Appointment letter  
3 was number one. Yeah. It's number eight.

4 BY MR. CASTIGLIONE: (Cont'g.)

5 Q. Referring back to -- referring back to Claimant's  
6 Exhibit Eight. This alternative assignment had directed you to  
7 do certain work and then had communications with Harvey Charles  
8 about that work. How did you communicate that work or transmit  
9 that work to Harvey Charles?

10 A. I submitted every other week a report.

11 THE COURT: What did you say?

12 THE WITNESS: I submitted -- submitted.

13 THE COURT: One more time.

14 THE WITNESS: Submitted.

15 MR. CASTIGLIONE: Submitted.

16 THE WITNESS: Submitted.

17 THE COURT: How?

18 THE WITNESS: By email.

19 THE COURT: Email?

20 THE WITNESS: Yes.

21 THE COURT: Okay. Go ahead, Counsel.

22 THE WITNESS: Every other week and also we had  
23 the phone conversation with Harvey.

24 BY MR. CASTIGLIONE: (Cont'g.)

25 Q. What email did you use to submit --?

1 A. So I use my yahoo email.

2 Q. Now, what email did you use to transmit your work  
3 while on alternative assignment?

4 A. K-A-M-I-A-R dot A-L-A-E-I @ yahoo dot com.

5 THE COURT: At what?

6 THE WITNESS: Yahoo.

7 THE COURT: Personal email is the point I think  
8 I was trying to ask.

9 MR. CASTIGLIONE: Yes, personal email.

10 THE WITNESS: Yes.

11 BY MR. CASTIGLIONE: (Cont'g.)

12 Q. Why would -- why did -- did you not have a SUNY Albany  
13 email account?

14 A. No, unfortunately, even it was not included in  
15 alternative assignment and nobody told me. When I go home, I  
16 realized that I have no access to my emails.

17 Q. So in other words, you were prohibited from using your  
18 SUNY Albany email account?

19 A. Without any notice, yes.

20 Q. Were you able to contact people you would otherwise  
21 have been contacting using that email?

22 A. No, I lost all the contacts.

23 Q. Okay. Earlier you had testified about SUNY Albany  
24 putting certain information about you on their website. Did  
25 SUNY Albany take any action as to website information while you

1 were on alternative assignment?

2 A. Yes, unfortunately, they removed me from the website.

3 Q. When you say they removed you from the website, can  
4 you explain to me what they did?

5 A. Yes. So they removed all the reports. I had the  
6 annual report. I had the older projects on the G.I.H.H.R.  
7 website. In a few days, even they had no interrogation of me  
8 or didn't start the process. They removed all of them.

9 THE COURT: Now, Doctor, when you say the  
10 website, was there a dedicated website to -- to the  
11 institute?

12 THE WITNESS: Yes.

13 THE COURT: G --?

14 THE WITNESS: I.H.H.R. It was albany.edu.

15 THE COURT: G.I.H.H.R. website?

16 THE WITNESS: As part of university.

17 THE COURT: And in reference to that, from which  
18 your information was removed, is that what you're saying?

19 THE WITNESS: Yes.

20 THE COURT: Go ahead, Counsel.

21 MR. CASTIGLIONE: Thank you, Your Honor.

22 BY MR. CASTIGLIONE: (Cont'g.)

23 Q. Dr. Alaei, while you were on alternative assignment,  
24 did anyone try to reach out to you to inquire why you were on  
25 alternative assignment?

1 A. Yes.

2 Q. Can you just identify generally for me, what types of  
3 people reached out to you?

4 A. Different people because it was, you know, announced.  
5 There was a meeting that they came and, you know, people went  
6 in that meeting. It was not private meeting, it was public  
7 meeting. And they said they removed me from the G.I.H.H.R. the  
8 next day.

9 Same day, they gave me alternative assignment, they just  
10 send that email. It means they just made their decision before  
11 they start the process.

12 MR. CASTIGLIONE: Okay. If I can identify -- if  
13 I can identify for introduction Claimant's Exhibit Eleven,  
14 email from Harvey Charles dated February 8th, 2018  
15 invitation -- sorry. It's Claimant's number Eleven,  
16 invitation to a G.I.H.H.R. wide meeting Friday two slash  
17 nine from Harvey Charles to a number of individuals. And  
18 I believe that is Exhibit I on my list.

19 MR. ROTONDI: No objection.

20 THE COURT: Without objection, Claimant's Eleven  
21 is admitted.

22 BY MR. CASTIGLIONE: (Cont'g.)

23 Q. Dr. Alaei, I'm showing you -- Alaei, I'm showing you  
24 what's identified as Claimant's number Eleven, email from  
25 Harvey Charles. There is a subject line, an invitation to a



1 G.I.H.H.R. wide meeting on Friday two slash nine.

2 It says in part, I am writing to invite you to a meeting  
3 Friday in the University Hall to discuss the leadership of the  
4 institute. Is this the email that you're referring to?

5 A. Yes.

6 MR. CASTIGLIONE: Okay. Your Honor, I'd like to  
7 -- Your Honor, I'd like to offer into evidence what's been  
8 identified as -- what's been identified as Claimant's  
9 number Fifteen. It's the email from Harvey Charles dated  
10 February 9th, 2018. Subject is G.I.H.H.R. Sent to a  
11 number of individuals. It was Exhibit K Two, Anthony, on  
12 my list.

13 MR. ROTONDI: No objection.

14 THE COURT: Without objection, Claimant's  
15 Fifteen is admitted.

16 BY MR. CASTIGLIONE: (Cont'g.)

17 Q. Dr. Alaei, I'm referring you to Claimant's Fifteen, an  
18 email from Harvey Charles dated February 9th, 2018. Obviously,  
19 there is a number of recipients there. There is a Kevin  
20 Williams, Karl Rothermeyer, number of different email  
21 addresses. The subject is G.I.H.H.R.

22 It says in part, Dear G.I.H.H.R. colleagues and  
23 supporters, I am writing to inform you that effective today  
24 I've named Dina Refki and Gina Volynsky as interim Co-Directors  
25 of the Global Institute for Health and Human Rights at the

1 University of Albany. Is this one of the emails you were  
2 referring to about --

3 A. Yes.

4 Q. -- SUNY contacting people and telling them?

5 A. Yes.

6 Q. Okay.

7 THE COURT: We don't, you know, at some point  
8 it's going to come in, again, we don't have to take the  
9 time, trouble and expense through this witness.

10 Now, if after we convene or confer, I should  
11 say, and Mr. Sommer's finished with his job and Mr.  
12 Rotondi says all of his comments, unless you want to  
13 specifically examine the doctor, don't. If you do, do.

14 MR. CASTIGLIONE: Understood.

15 THE COURT: And if -- I even allow you to recall  
16 him but I, you know, these are coming in anyway, I assume.

17 MR. CASTIGLIONE: Okay.

18 THE COURT: I don't need him chapter and verse  
19 on all of this.

20 MR. CASTIGLIONE: Understood, Your Honor.

21 THE COURT: Thank you. And I'll give you  
22 latitude if there is an important point or we miss one  
23 later, we'll bring him back.

24 MR. CASTIGLIONE: Thank you, Your Honor.

25 MS. MALESZWESKI: Judge, if I may add --.

1 THE COURT: No, you may not.

2 MS. MALESZWESKI: After that --.

3 THE COURT: Thank you.

4 BY MR. CASTIGLIONE: (Cont'g.)

5 Q. So in response to emails similar to the ones we went  
6 through, did people reach out to you?

7 A. Yes.

8 Q. Okay. What type of people reached out to you?

9 A. Those board members, advisory boards, some of them  
10 called me, some of them came to my house. Say what's happened?  
11 Because I was there the day before.

12 Q. When people came to your house, did you generally  
13 answer the door?

14 A. I just opened the door because there was no  
15 expectation, say, what happened, why they removed you, and I  
16 couldn't explain the situation. But this was really shocking.  
17 When do they start the process, they removed me and replaced  
18 me.

19 MR. ROTONDI: Objection, Your Honor. Move to  
20 strike that last part.

21 THE COURT: I didn't understand the last thing  
22 he said. What do you what -- what -- to what?

23 MR. CASTIGLIONE: What they were saying -- what  
24 they were saying to the doctor?

25 THE COURT: I will -- I'll allow it. It wasn't

1 for the truth of what they were saying. I think the point  
2 of the exchange is people were wondering, and he was at a  
3 loss to be able to explain. So I'll allow.

4 BY MR. CASTIGLIONE: (Cont'g.)

5 Q. What about projects and grants you were working on,  
6 did anybody reach out to you to let you know they had been  
7 informed about your alternative assignment?

8 A. Yeah. Because I had several projects, you know,  
9 besides two federal projects. I had international project, one  
10 of them was in Iraq.

11 Q. So let me ask you about this project in Iraq. Who was  
12 the the person from Iraq who had contacted you?

13 A. He was the Director of the Center for Women's Right to  
14 Health that we established in Kurdistan of Iraq to support  
15 women in Iraq who were suffered by ISIS.

16 Q. And do you -- what's that person's name?

17 A. It was Handia, H-A-N-D-I-A.

18 Q. And have you -- how long have you known that person?

19 A. For several years because we received a grant from  
20 IREX. So we went there, I brought a group of faculty from New  
21 Albany over there and we invited a group of faculty from them,  
22 including her to come to the U.S. UAlbany, visited us for one  
23 week.

24 THE COURT: Doctor, the question was how long  
25 did you know this fellow?

1 THE WITNESS: So I wanted to just -- 2015 to --  
2 till that time that they reached out to me, at that time  
3 was three years.

4 BY MR. CASTIGLIONE: (Cont'g.)

5 Q. Okay. Did that person know you were under  
6 investigation?

7 MR. ROTONDI: Objection, Your Honor.

8 THE COURT: Sustained. Next question.

9 MR. CASTIGLIONE: Your Honor, I would say it  
10 goes to state of mind, part of the claims here, defamation  
11 by SUNY.

12 THE COURT: He can't speak to what was in the  
13 person's mind and if he can, that's hearsay. Next  
14 question.

15 BY MR. CASTIGLIONE: (Cont'g.)

16 Q. Based on your understanding of your discussion with  
17 that person, did that person have accurate information about  
18 your employment status with SUNY?

19 A. She says she called --.

20 MR. ROTONDI: Your Honor, it's still hearsay.

21 MR. CASTIGLIONE: It's his understanding.

22 THE COURT: No, sustained, Counsel. Next  
23 question.

24 BY MR. CASTIGLIONE: (Cont'g.)

25 Q. As to the way SUNY Albany was treating you going

1 through this, did you ever assert any objections to SUNY Albany  
2 about what was going on?

3 A. So I talked to Harvey. I said, from one side, they  
4 told me not to communicate with anyone but from the other side,  
5 they talked to the group about, you know, they removed me and  
6 put me on alternative assignment and a lot of those partners,  
7 international partners are reaching out to me and asking me  
8 that they tried to find me, they couldn't find me. They called  
9 the G.I.H.H.R., and they said Kamiar is under investigation.

10 Q. Did you retain legal counsel at that point?

11 A. Immediately.

12 Q. Okay. Did legal counsel undertake any efforts on your  
13 behalf?

14 A. Yes, they sent letters on my behalf but no response.

15 THE COURT: To whom?

16 THE WITNESS: To University at Albany.

17 THE COURT: And --

18 THE WITNESS: To Randy --

19 THE COURT: -- a lawyer or law firm --

20 THE WITNESS: Law firm.

21 THE COURT: -- sent a letter to SUNY?

22 THE WITNESS: Yes.

23 THE COURT: Okay.

24 BY MR. CASTIGLIONE: (Cont'g.)

25 Q. And who did you hire to represent you?

1 A. So yourself, and gentleman, your colleague Kennett  
2 (phonetic spelling).

3 Q. Okay.

4 A. Yeah. Your firm.

5 Q. Okay. And you said we put together letters. Are you  
6 generally able to identify what issues those letters raised?

7 A. Yes, that was all my consent. First, it was the  
8 alternative assignment without telling me any reason and going  
9 to all those people in my G.I.H.H.R. Institute and say Kamiar  
10 is removed one hour after they just informed me about the  
11 alternative assignment.

12 The next, they send it to all those global's around the  
13 world. I can list how many countries and even including  
14 personal emails.

15 THE COURT: Okay. Doctor, I'm going to stop  
16 you. Would it be fair to say that the letters raised in  
17 the legal firm's letter are raising many of the same  
18 concerns and issues we're talking about today?

19 THE WITNESS: Yes.

20 THE COURT: All right.

21 And did you testify just a moment ago that SUNY  
22 did not respond to that letter?

23 THE WITNESS: No.

24 THE COURT: You testified to that?

25 THE WITNESS: Yes.

1 THE COURT: Okay. Go ahead, Counsel.

2 MR. CASTIGLIONE: Thank you, Your Honor.

3 BY MR. CASTIGLIONE: (Cont'g.)

4 Q. Was the email access ever returned to you?

5 A. Never.

6 Q. You are -- you testified earlier you were a member of  
7 the U.U.P. Is that correct?

8 A. Yes.

9 Q. And did the U.U.P. undertake any activities on your  
10 behalf?

11 A. Yes.

12 MR. CASTIGLIONE: If I can identify, I'd like to  
13 offer into evidence, Your Honor, exhibit Claimant's  
14 Exhibit Twenty-eight. It's a series of letter from  
15 N.Y.S.U.T. on behalf of the Claimant. The first one is  
16 dated March 20th, 2018 to Leslie Ziegelbauer with SUNY  
17 System Administration. The next letter is --

18 THE COURT: What's the date of that one?

19 MR. CASTIGLIONE: The first one is March 20,  
20 2018.

21 THE COURT: Okay. Go ahead.

22 MR. CASTIGLIONE: The second is --.

23 THE COURT: No, that's I just wanted to --

24 MR. CASTIGLIONE: Okay.

25 THE COURT: -- (unintelligible) this point.



1 MR. CASTIGLIONE: Okay.

2 THE COURT: So would cross reference, is it for  
3 Mr. Rotondi?

4 MR. CASTIGLIONE: That would be --.

5 MR. ROTONDI: Your Honor, I stipulated.

6 THE COURT: Okay. Without objection, Exhibit  
7 Twenty-eight is in.

8 MR. CASTIGLIONE: Thank you, Your Honor.

9 BY MR. CASTIGLIONE: (Cont'g.)

10 Q. I'm showing you here what's been identified as  
11 Claimant's Exhibit Twenty-eight. This is a first letter March  
12 20th, 2018. Can you explain to me what U.U.P. did on your  
13 behalf?

14 A. Yes. So they reached out to the university as my  
15 representative and they reached out to those articles based on  
16 the agreement that U.U.P. had with the SUNY system which was,  
17 you know, violated, including my rights because they put me on  
18 alternative assignment.

19 And alternative assignment is not a disciplinary action  
20 but they (unintelligible) acted. And also, they -- they  
21 damage, you know, all my rights and access --.

22 THE COURT: I'm going to stop you, Doctor. Is  
23 it fair to say that this exhibit represents the union  
24 initiating a grievance on your behalf?

25 THE WITNESS: Yes.

1 THE COURT: Next question.

2 BY MR. CASTIGLIONE: (Cont'g.)

3 Q. Okay. And I'm just going to read from this. As part  
4 of this grievance, you were raising the following. Despite the  
5 contractual mandate of this alternative assignments not a form  
6 of discipline, UAlbany had taken several disciplinary measures  
7 against Dr. Alaei.

8 For example, Dr. Alaei was directed not to discuss the  
9 matter with anyone including not contacting his students,  
10 current or former or university staff, which includes over one  
11 thousand six -- or excuse me, one hundred and sixty thousand  
12 University of Albany from around the world.

13 Dispute -- despite contractual mandate, that alternative  
14 assignment is not a form of discipline, UAlbany has blocked Dr.  
15 Alaei from accessing his university email account.

16 Despite the contractual mandate that alternative  
17 assignment is not a form of discipline, Dr. Charles advised  
18 numerous individuals in other universities that he had been  
19 appointed interim co-directors of G.I.H.H.R., thereby removing  
20 Dr. Alaei from his position in the eyes of the community, and  
21 in fact, this was confirmed by email from Dr. Charles.

22 Despite contractual mandates that alternative assignment  
23 is not a form of discipline, UAlbany removed Dr. Alaei from  
24 G.I.H.H.R. website listing the interim directors as in charge  
25 of the institute. None of the foregoing actions are authorized

1 by Article 19.10 or any other provision of the agreement.

2 After the grievance was submitted and you were pursuing  
3 those claims, what happened with the grievance?

4 A. So there was no response, unfortunately, even Harvey  
5 Charles directly told me you shouldn't use your formal capacity  
6 which means technically they removed me --.

7 THE COURT: Say again. Say again.

8 THE WITNESS: So which part? The last part?

9 THE COURT: Yes.

10 THE WITNESS: Yeah. Harvey Charles told me that  
11 not to use your former capacity from the G.I.H.H.R. and  
12 Albany, which means they technically removed me from my  
13 position before they started the process, and also,  
14 removing me from the website and removing my access. That  
15 was the grievance was reached out to them but not response  
16 and --.

17 THE COURT: Let's go off the record for a  
18 minute.

19 MR. CASTIGLIONE: Okay.

20 (Off the record; 13:56:57 p.m. to 13:58:07 p.m.)

21 THE MONITOR: On the record.

22 THE COURT: In the interest of clarity and that  
23 I get the -- the set of facts correct, I've asked Counsel  
24 Castiglione to represent to the Court, how the grievance  
25 procedure played out, subject to Mr. Rotondi, of course,

1 objecting to anything either on a factual or legal basis.  
2 And then if it's agreeable and acceptable, Mr. Rotondi  
3 will so stipulate without going through the witness. Go  
4 ahead, Mr. Castiglione.

5 MR. CASTIGLIONE: Okay. So Your Honor, the  
6 first letter dated March 20, 2018. The U.U.P. submitted a  
7 grievance on behalf of my client, they identified as the  
8 statement of grievance on the third page, what the issues  
9 of contention were, the alleged violations.

10 The fourth page, they identified the remedy they  
11 were seeking, which includes cease and desist from  
12 violating the agreement post notice that UAlbany violated  
13 his rights and disciplinary rights, restored Dr. Alaei to  
14 Director of GIHA -- G.I.H.H.R., put him back on the  
15 website, give him access to his email, rescind the  
16 statements they made, otherwise make him whole.

17 After this grievance step was -- was filed, it  
18 was step two. There was a meeting between my client and  
19 SUNY personnel about trying to resolve it. It seemed like  
20 it was possible at the meeting.

21 THE COURT: He was represented at that meeting  
22 by union representation?

23 MR. CASTIGLIONE: By union representation.

24 THE COURT: Go ahead.

25 MR. CASTIGLIONE: And so union representation

1 had a meeting. I believe it was Valley Heirs (phonetic  
2 spelling) on behalf of SUNY, trying to resolve it.  
3 Unfortunately, nothing came of it. The process went to  
4 step three, which is reflected in this letter dated May  
5 23rd, 2018, where the union says, step two didn't do  
6 anything. We're doing step three.

7 Unfortunately, nothing happened with step three.  
8 So it went on to arbitration. Here is a letter from the  
9 union U.U.P. people dated February 27, 2019, saying we're  
10 going to pursue arbitration.

11 My client had been terminated in August, 2018.  
12 Even though he had paid his dues for 2019, the union  
13 advised him at some point, they were no longer going to  
14 pursue the grievances because he was no longer an employee  
15 at SUNY.

16 SUNY and the U.U.P. have always taken the  
17 position that once a grievance is filed, it's the property  
18 of U.U.P. and they're the ones who have the rights to  
19 enforce it. And so they decided they were no longer going  
20 to enforce the grievances.

21 THE COURT: Okay. Do you wish to respond or?

22 MR. ROTONDI: My understanding, Your Honor, that  
23 after step three, there was settlements between the U.U.P.  
24 and SUNY Albany.

25 MR. CASTIGLIONE: We were not -- my client was

1 not a party, has no knowledge of that.

2 MR. ROTONDI: It's U.U.P. owns, as Mr.  
3 Castiglione said, owns the grievance, not the doctor.

4 THE COURT: Right. So now, do you expect the  
5 balance of the Claimant's case or on the Defendant's case  
6 that that information is going to come before the Court?

7 MR. ROTONDI: It could come before the Court  
8 through a number of witnesses.

9 THE COURT: It could or could not?

10 MR. ROTONDI: It could.

11 THE COURT: Is it possible?

12 MR. ROTONDI: Yes.

13 THE COURT: Okay. With that one caveat or in  
14 addition as it were, do you wish to contradict or -- or --  
15 or not contest what mister -- the representations Mr.  
16 Castiglione has made?

17 MR. ROTONDI: Yeah. We're not agreeing to  
18 anything where SUNY Albany said this or SUNY Albany does  
19 that.

20 THE COURT: I'm sorry. We're not agreeing to  
21 anything what?

22 MR. ROTONDI: We're assuming where mister -- I  
23 mean, if Mr. Castiglione had merely rear -- essentially  
24 reiterated.

25 THE COURT: Reiterated.

1 MR. ROTONDI: Reiterated, excuse me, the  
2 essentials of what was in the letter --.

3 THE COURT: Which by the way is in evidence.

4 MR. ROTONDI: Right. Which is fine but what I  
5 did here was SUNY said this, SUNY does this.

6 THE COURT: Well, what I -- all I was trying to  
7 do is elicit what happened. So I understand your point  
8 but there is no dispute, factual dispute that the  
9 grievance process ultimately ended.

10 MR. ROTONDI: Yes.

11 THE COURT: And it ended with the matter going  
12 to arbitration.

13 MR. CASTIGLIONE: They were supposed to, but we  
14 were told, my client, excuse me, my client was told by the  
15 U.U.P., they were no longer going to pursue it because he  
16 was not employed by SUNY.

17 THE COURT: All right. Is that true?

18 THE WITNESS: Yes.

19 THE COURT: Okay. Then, we're good. Okay.

20 MR. CASTIGLIONE: And sure. And just as to the,  
21 if there was a settlement between SUNY and the U.U.P., as  
22 far as that --.

23 THE COURT: Save that -- save that for argument.  
24 Okay.

25 MR. CASTIGLIONE: I was just going to point out,

1 the -- the relief sought by my client, he was never told  
2 that that was awarded, so. If there was a settlement, it  
3 didn't -- he wasn't awarded --.

4 THE COURT: Ask him the question.

5 BY MR. CASTIGLIONE: (Cont'g.)

6 Q. Dr. Alaei, the -- the relief you requested, which is  
7 reflected on page three of the letter dated March 20th, 2018.  
8 Did you ever receive any of this relief from U.U.P. or SUNY as  
9 part of any agreement?

10 A. None of that.

11 Q. Okay. Dr. Alaei, did there come a time when you had a  
12 meeting --?

13 THE COURT: Your notes are on the screen.

14 MR. CASTIGLIONE: Thank you, Your Honor.

15 BY MR. CASTIGLIONE: (Cont'g.)

16 Q. Dr. Alaei, did there come a time when you had a  
17 meeting with SUNY Albany personnel regarding the disciplinary  
18 investigation?

19 A. Yes. After three months, the first meeting.

20 THE COURT: Was that in May of '18?

21 THE WITNESS: Yes. May 9th of 2018, yes.

22 THE COURT: '18?

23 THE WITNESS: Yes.

24 THE COURT: Go ahead, Counsel.

25 MR. CASTIGLIONE: Thank you.



1 BY MR. CASTIGLIONE: (Cont'g.)

2 Q. So this meeting on May 9, 2018, do you recall who, if  
3 anybody, attended this meeting?

4 A. Yes.

5 Q. Who attended?

6 A. There were three gentlemen from the University. One  
7 of them was diet -- was in charge of human resource, I think it  
8 was Randy. The other one is the attorney Brian and Harvey  
9 Charles.

10 Q. So Randy Stark, Brian Selchick for SUNY Albany?

11 A. Yes. And Harvey Charles.

12 Q. And Harvey Charles, your supervisor?

13 A. Yes.

14 Q. Okay. Do you recall what was generally discussed at  
15 that meeting?

16 A. Yes. So initially, because Harvey Charles was there,  
17 I said, based on the policy only should be human resource or  
18 attorney. I objected to be somebody who is not designated but  
19 he insisted to be there. And they talk about alter -- the  
20 procedure of three months.

21 THE COURT: May I ask a couple of questions real  
22 quick?

23 MR. CASTIGLIONE: Sure.

24 THE COURT: How did this meeting come to exist?  
25 What happened to cause the meeting to happen?

1 THE WITNESS: Yeah. So it started from, I  
2 think, nine thirty and took until five thirty p.m.

3 THE COURT: Who -- someone reached out to you?

4 THE WITNESS: Yeah. They contacted me to come  
5 to the meeting.

6 THE COURT: Come to this meeting.

7 THE WITNESS: Yes. And then my representative  
8 joined us too.

9 THE COURT: You men -- you mentioned these three  
10 people.

11 THE WITNESS: Yes.

12 THE COURT: Were you the only person  
13 representing yourself?

14 THE WITNESS: No, Joe was there.

15 THE COURT: Go ahead, counsel.

16 MR. CASTIGLIONE: Thank you, Your Honor.

17 BY MR. CASTIGLIONE: (Cont'g.)

18 Q. Do you -- can you just briefly identify for me the  
19 general topics that were discussed at the meeting?

20 A. Yes. It was about a G.I.H.H.R. structure and also, it  
21 was about our trip to Beirut, that we had a conference over  
22 there organized and also about my brother.

23 Q. Okay. Do you recall what was the conclusion of that  
24 meeting?

25 A. There was no clear conclusion. Even it took until

1 five thirty p.m.

2 Q. But at some point, the meeting ended?

3 A. Yes.

4 Q. Okay. Did anybody from University of Albany meet with  
5 you before that May 9th meeting to talk to you about the  
6 disciplinary investigation or issues?

7 A. Not at all for three months.

8 Q. Okay. Did your counsel subsequently prepare a letter  
9 and submit it to H.R. on your behalf?

10 A. Yes, after that.

11 Q. Okay. I want to talk to you now about the non-renewal  
12 process. Do you recall a time when UAlbany initiated non-  
13 renewal of your appointment?

14 A. Yes. It was, I think, end of April, means before I  
15 started to have interrogation, they did not renew me.

16 MR. CASTIGLIONE: So if I can identify, I'd like  
17 to move into evidence, Your Honor, Claimant's Thirty-four,  
18 emails between Harvey Charles and Kamiar Alaei and William  
19 Hedberg and Kamiar Alaei, dated April 30th. This would be  
20 Exhibit Thirty-four.

21 MR. ROTONDI: No objection.

22 THE COURT: Without objection, Thirty-four is  
23 admitted.

24 BY MR. CASTIGLIONE: (Cont'g.)

25 Q. I'm showing you what's been identified as Claimant's

1 Thirty-four, Dr. Alaei. This document is an email from  
2 initially, William Hedberg, dated 04/30/18 at four forty-one  
3 p.m. As I have received the attached form to non-renew your  
4 university appointment, I also mailed you a copy home.

5 You are entitled to provide a written response before the  
6 document is presented to the -- presented to the provost. Who  
7 is Bill Hedberg or William Hedberg?

8 A. He was the Senior Vice President in charge of all the  
9 academic efforts.

10 Q. Okay. And I see here, Dr. Charles had responded and  
11 asked if you have any questions about the form to let him know  
12 and the form at issue was the third page. Take a look at this  
13 document.

14 It says, please issue one year notice of non-renewal.  
15 It's signed by Harvey Charles. Do you have any understanding  
16 of why Dr. Charles signed or signed this Notice of Renewal?

17 A. No, it was shocking because there was a memo. As I  
18 said, Evergreen was no return and approved base. It was  
19 another addendum Twenty-six --.

20 MR. ROTONDI: Objection, Your Honor.

21 THE COURT: Sustained. Next question.

22 MR. CASTIGLIONE: If I can refer you to -- if I  
23 can introduce Claimant's Exhibit Thirty-five. It's a  
24 letter dated April 30th, 2018 from Bill Hedberg,  
25 Claimant's Exhibit B Four. B Four, which is the letter.

1 MR. ROTONDI: No objection.

2 THE COURT: Without objection, Thirty-five is  
3 admitted.

4 BY MR. CASTIGLIONE: (Cont'g.)

5 Q. Dr. Alaei, if you see this, is this the formal  
6 correspondence you received?

7 A. Yes.

8 Q. Okay. And it has a copy of that form?

9 A. Yes. And they asked me to response by May 8th, which  
10 was the day before my first interrogation.

11 Q. So by this letter, they did ask you to respond. Did  
12 you prepare a response?

13 A. Yes, I wrote the comprehensive response to that.

14 MR. CASTIGLIONE: Okay. Hold on. I'd like to  
15 introduce Claimant's Exhibit Thirty-six, which is an email  
16 from William Hedberg to Dr. Alaei, James Stellar, Harvey  
17 Charles dated May 14th, 2018.

18 With it are some attached forms including a  
19 letter from my client to Mr. Hedberg. We'd like to  
20 introduce these into evidence, it would be --

21 THE COURT: What number?

22 MR. CASTIGLIONE: -- W. This is Thirty-six.  
23 It's Exhibit W.

24 MR. ROTONDI: No objection.

25 THE COURT: Without objection, Thirty-six is

1 admitted.

2 BY MR. CASTIGLIONE: (Cont'g.)

3 Q. As part of Claimant's Exhibit Thirty-six, I'm  
4 referring you to a letter dated May 8th, 2018. Is this the  
5 letter that you prepared to Mr. Hedberg for his email?

6 A. Yes.

7 Q. Okay. And in this letter, you identified various  
8 issues about your concerns with being renewed or not not being  
9 renewed. Is that fair to say?

10 A. Yes.

11 Q. Okay. I want to ask you a couple of questions about,  
12 sorry.

13 I want to ask you a couple of questions about issues  
14 raised in this letter.

15 On the first page of your letter, in the bullet points you  
16 identified, you secured six point five million dollars in  
17 extramural funding as a P.I., co-P.I. and externally funded  
18 projects. Is that correct?

19 A. Yes.

20 Q. That you developed the first L.L.M. degree in Health  
21 and Human Rights in collaboration with Albany Law School?

22 A. Yes.

23 Q. You developed new undergraduate and graduate courses,  
24 have been very popular with students?

25 A. Yes.

1 Q. Developed numerous projects in over ten countries?

2 A. Yes.

3 Q. In this letter, you also identify, I've never received  
4 a negative evaluation from Dean Karl Rethemeyer, R-E-T-H-E-M-E-  
5 Y-E-R, Chair Victor Asal, A-S-A-L, Dr. Harvey Charles or any  
6 other member of the university administration and see no basis  
7 for the non-renewal decision?

8 A. Yes.

9 Q. And you say I've only received positive feedback?

10 A. Yes. And I defer that to MoU because my renewal was  
11 based on MoU, which was I address here, that I not only met all  
12 the metrics --.

13 THE COURT: Okay. I'm going to stop you,  
14 Counsel.

15 MR. CASTIGLIONE: Sure. And I'm sorry.

16 BY MR. CASTIGLIONE: (Cont'g.)

17 Q. The next paragraph, you're talking about, there is a  
18 Memorandum of Understanding between the provost, me as the  
19 Director of G.I.H.H.R. and the Deans of School of Public  
20 Health, School of Criminal Justice and Rockefeller College in  
21 2014 for two -- 2020 faculty positions for G.I.H.H.R.

22 Can you explain to me quickly that -- the MoU and the  
23 metrics you're discussing?

24 A. Sure. This was the memo. It was developed in during  
25 March, 2014 before my appointment letter and defined all the

1 metrics that I will be evaluated based on those metrics, which  
2 was called metrics addendum number twenty-six, which had  
3 specific numbers.

4 And one of the numbers was how many units I will generate  
5 within five years and I was able to meet four times within two  
6 years. And also, how much external funding I have to receive  
7 like one hundred eighty-five thousand in five years, and I  
8 receive almost four million. That's twenty-one times higher  
9 than the metric.

10 Q. So in other words, there was certain standards that  
11 were developed as part of your program and you were explaining  
12 how you met those standards and surpassed those standards?

13 A. Exactly.

14 Q. Okay. And if I could refer you to the next page. It  
15 says, respect to funding, you can also find the projected  
16 funding required for each of the two faculty lines a hundred  
17 and eighty-five thousand five hundred in the attached Excel  
18 sheet.

19 I've also included the actual funding from 2015 to 2017  
20 that I was able to get three -- three million nine hundred and  
21 sixteen thousand and change. Despite the absence of the  
22 secondary faculty line, this means I was able to reach over  
23 twenty-one times higher than the target. Is that what you were  
24 just referring to?

25 A. Yes.



1 Q. Okay. As part of Claimant's Exhibit Thirty-six. The  
2 beginning page is an email from Mr. Hedberg to you, J. Stellar  
3 and Harvey Charles dated May 14th. Who was James Stellar at  
4 the time?

5 A. Was the provost.

6 Q. So what is -- what does that position entail in terms  
7 of your employment?

8 A. So he is the Vice President for Academic. He is in  
9 charge of all the academic part of the university.

10 Q. Did he oversee Harvey Charles?

11 A. Yes.

12 Q. And so he oversaw your employment --

13 A. Yes.

14 Q. -- with Harvey Charles as your supervisor?

15 A. Yes.

16 Q. Okay. This letter says Dear Kamiar, the provost has  
17 signed the form from Dean Harvey Charles for non-renewal of  
18 your appointment. A copy is attached together with your letter  
19 dated May 8. Did anybody explain to you why the provost signed  
20 off on your non-renewal?

21 A. No, I have no idea because my direct supervisor was  
22 Harvey Charles not the provost.

23 Q. Okay. This says the next step in this process is for  
24 the President to review the file and make his decision. Before  
25 the decision, however, you have five working days to review the

1 file and submit a statement in response to any item in it. Did  
2 you subsequently prepare a response?

3 A. Yes.

4 MR. CASTIGLIONE: Submit into evidence  
5 Claimant's Exhibit Thirty-seven. It's a letter dated May  
6 22nd, 2018 to President Rodriguez from Dr. Alaei.

7 MR. ROTONDI: No objection.

8 THE COURT: Without objection, Exhibit Thirty-  
9 seven is admitted. And Mr. Castiglione, this is the  
10 aforementioned Claimant's response?

11 MR. CASTIGLIONE: This is the response to the  
12 President, yes, based on the last email, Your Honor.

13 BY MR. CASTIGLIONE: (Cont'g.)

14 Q. Dr. Alaei, is this the response you prepared to Mr.  
15 Hedberg's email after the provost signed your non-renewal?

16 A. Yes.

17 Q. Okay. And, in here, you identify a number of similar  
18 type of acknowledgements and -- and achievements about your  
19 work. Is it fair to say?

20 A. Yes.

21 Q. Okay. And I see in the first -- the first page,  
22 you're talking again about the fundraising of about four  
23 million dollars and twenty-one times higher and you continue to  
24 identify the similar types of points about securing six million  
25 five hundred thousand.

1 At the end, I want to read this paragraph that says, by  
2 laying out the enrollment and research grants that I have  
3 generated, it's clear that there is no performance based or  
4 financial reason for the non-renewal.

5 In the absence of any performance based justification for  
6 this action, a reasonable person can only assume it's -- it is  
7 related to reasons that I've been placed in alternative  
8 assignment. As part of this non-renewal process, did anybody  
9 ever explain to you why it was non-renewal and if it was  
10 related to the alternative assignment?

11 A. Technically, they made the decision before they  
12 started my interrogation.

13 Q. Okay.

14 A. The date was April 30th and my first interrogation was  
15 May 9th.

16 MR. ROTONDI: Your Honor, move to strike as non-  
17 responsive.

18 THE COURT: And to the extent that he is  
19 attributing motives to others, that's a reasonable  
20 objection. Sustained.

21 MR. CASTIGLIONE: Sure.

22 BY MR. CASTIGLIONE: (Cont'g.)

23 Q. Let me ask you this, Dr. Alaei. Did anyone explain to  
24 you why they were seeking non-renewal even after submitting  
25 these letters to the President Rodriguez to Bill Hedberg. Did

1 anyone explain it to you?

2 A. No.

3 Q. Okay. But they started the non-renewal process before  
4 you had your first meeting with SUNY about the alternative  
5 assignment disciplinary investigation?

6 A. Yes.

7 Q. Okay.

8 A. While I met all the metrics.

9 Q. So when did the disciplinary investigation ultimately  
10 end?

11 A. So it ends six months later. I think it was May --  
12 not May. August 9th, 2018.

13 Q. Okay. And can you explain to me how the disciplinary  
14 investigation, how you learned it came to an end?

15 A. So they invited me go to a meeting and in the meeting  
16 was two gentlemen, you know, Randy and Brian from the  
17 University were there and I and my representative, you, were  
18 there.

19 Q. Okay. And that was at SUNY's campus?

20 A. Yes, it was in SUNY campus. And then they told me,  
21 there is nothing founded. And you are good to go back to work  
22 next day nine a.m. and I said, I haven't had access to my  
23 emails for six months. All my projects was damaged. They  
24 said, no problem. We fix it. Tomorrow morning, you will have  
25 access to email. I will talk, even Randy said, I will talk to

1 I.T.S.

2 THE COURT: Okay. Doctor, who was this meeting  
3 with?

4 THE WITNESS: Randy and Brian from university.

5 MR. CASTIGLIONE: Randy Stark and Brian Selchick  
6 with Human Resources.

7 THE COURT: Okay. Got it.

8 BY MR. CASTIGLIONE: (Cont'g.)

9 Q. And at that meeting on the 9th, were you told they  
10 were going to impose discipline against you?

11 A. No, they said nothing found.

12 Q. Were you told they were going to -- there were any  
13 policy violations?

14 A. No.

15 Q. Okay.

16 A. They said go -- go back to work.

17 THE COURT: Okay. Good. Just come back to work  
18 tomorrow.

19 THE WITNESS: Yeah.

20 BY MR. CASTIGLIONE: (Cont'g.)

21 Q. Okay. so the next day, did you go back to work?

22 A. Yes. After six months, I couldn't believe it.

23 Q. Well, tell me what happened when you went back to  
24 work?

25 A. I was on my way to go to work, they called me up to

1 Office of Human Resource. I didn't know why. But then I went  
2 there. Again, Brian and Randy were there and show me a letter  
3 that you're terminated.

4 Q. If I could --.

5 A. I said why? This is what it is.

6 MR. CASTIGLIONE: If I can refer you to --  
7 introducing Claimant's Exhibit Forty-four, Exhibit CC in  
8 my list. A letter from SUNY Albany dated August 10th,  
9 2018 to my client?

10 MR. ROTONDI: No objection.

11 THE COURT: Without objection, Exhibit Forty-  
12 four is admitted.

13 BY MR. CASTIGLIONE: (Cont'g.)

14 Q. Dr. Alaei, is this the letter you received that you  
15 were just referencing?

16 A. Yes.

17 Q. This says, in part this letter will also serve to  
18 notify you that your term appointment as a lecturer in a GI --  
19 Global Institute for Health and Human Rights, G.I.H.H.R. will  
20 not be extended beyond the present termination date. Close of  
21 business August 9th, 2019.

22 It also says in accordance with Article 32.3 of the U.U.P.  
23 agreement, the university is exercising its right and has  
24 elected to terminate your appointment effective August 10th,  
25 2018. We will pay the balance of salary remaining under term

1 appointment from August 10th, 2018 through August 9th, 2019.

2 Did SUNY subsequently pay for that year, '18 through '19?

3 A. Yes, they paid that but they just paid for one year  
4 because Evergreen had two years.

5 Q. Did they --?

6 THE COURT: But the question was --

7 THE WITNESS: Yes.

8 THE COURT: -- in the letter, it seems to  
9 reflect they wrote you a check for one-year salary?

10 THE WITNESS: Yes.

11 BY MR. CASTIGLIONE: (Cont'g.)

12 Q. Did -- they didn't pay you for the year 2020?

13 A. No.

14 Q. Nor 2021?

15 A. No, even they didn't pay for the benefits.

16 THE COURT: Is it fair to say, Doctor, that on  
17 this day, you were notified that your employment was  
18 ending and that you were not to report to work again but  
19 that they would pay you one additional year of salary? Is  
20 that what happened?

21 THE WITNESS: Yes, they gave me one year but no  
22 benefits.

23 THE COURT: I understand. Okay. Go ahead.

24 BY MR. CASTIGLIONE: (Cont'g.)

25 Q. Did they give you any benefits?

1 A. No, no benefits while I was entitled for sixty percent  
2 of salary as benefit, which is reported no benefits. That was  
3 I got no health insurance after.

4 Q. And you had -- your health insurance was terminated?

5 A. Yes.

6 Q. When -- do you recall when it was terminated?

7 A. Say it again.

8 Q. Do you recall -- do you recall when it was terminated?

9 A. Few weeks.

10 Q. Few weeks after you were given this letter?

11 A. Yeah.

12 Q. Okay. Dr. Alaei, I'd like to talk to you now about  
13 your claim in this matter for emotional distress. How did you  
14 feel going through this process with SUNY Albany while on  
15 alternative assignment, and dealing with the issues we've  
16 discussed today?

17 A. Yeah.

18 MR. ROTONDI: Objection, Your Honor.

19 THE COURT: Again, Counsel, I thought we'd cross  
20 this bridge. I know the doctor both here and -- the Court  
21 will make a record observation that several times the  
22 doctor has become emotional during his testimony.

23 He has testified to the fact that he was  
24 distressed. He has testified to the fact that he was  
25 embarrassed. Isn't any further inquiry along those lines



1 properly heard in damages if liability is found.

2 MR. CASTIGLIONE: Well, I think part of showing  
3 that you suffered emotional distress is identifying what  
4 you've suffered and treatment you've received and doctors  
5 you've seen, I don't mind stipulating to it.

6 We had submitted a number of documents -- we  
7 have additional documents, what doctors he's seen are  
8 provided, diagnosis and whatnot and explained what kind of  
9 treatment he received, medication he was put on, what he  
10 had to do to deal with these things.

11 I understand, Your Honor, moving things along  
12 but I do think for an emotional distress, you have to show  
13 you suffered emotional distress and that somebody -- you  
14 were seeing somebody to address the conditions.

15 You know, besides, that's not a quantification  
16 of well, how do you put a dollar value on that. It's  
17 about, well, did you suffer the emotional distress.

18 THE COURT: Well, to take his point, Mr.  
19 Rotondi, who established a prima facie case that emotional  
20 distress was endured, wouldn't that help him prove that  
21 point about it necessarily, use counsel's words, assigning  
22 the quantification to it.

23 MR. CASTIGLIONE: I think it's -- I think it  
24 goes beyond that, Your Honor. He -- the doctor specified  
25 certain acts.

1 THE COURT: I'm sorry.

2 MR. CASTIGLIONE: The doctors testified to  
3 certain acts. You have indicated and asked him, I  
4 believe, that what SUNY did to you caused you stress and  
5 anxiety and -- and embarrassment. We know that.

6 After that point, I think anything that delves  
7 into, you know, where you went, what type of treatment,  
8 all that goes to damages.

9 THE COURT: Well --

10 MR. CASTIGLIONE: Does it act itself?

11 THE COURT: -- let me argue -- again, let me  
12 argue (unintelligible) Claimant's brief on that point. To  
13 the extent that I, as the finder of fact, just say, well,  
14 anybody is going to say that. It made me feel bad.

15 And -- and -- and if I, as the finder of fact,  
16 heard such testimony and concluded, well, that's all self-  
17 serving, anybody's going to say that. Doesn't this help  
18 prove and support his trial testimony that he did endure  
19 emotional distress.

20 MR. ROTONDI: Well, he, to recover from  
21 emotional distress, there has to be some type of personal  
22 injury, or you have to be you know, in the zone of danger,  
23 right?

24 MR. CASTIGLIONE: There -- there is case law  
25 that talks about fear for safety if -- if -- if SUNY did

1 something that caused a fear for safety on the part of my  
2 client, he is able to talk about how he had fear for  
3 safety. He is able to talk about what I went through  
4 caused me these things to -- to -- to get treatment.

5 Because like you said, Your Honor, if somebody  
6 just went through them and didn't go see a doctor and  
7 didn't get medication and didn't have all these physical  
8 and emotional problems, you'd say, well, there is no  
9 evidence of emotional injury, so you don't sustain that  
10 burden. But I think that's part of it.

11 We're not talking about the money aspect of  
12 what, you know, how much money should be based on, you  
13 know, these things he went through. So it -- to me, it's  
14 inherently part of it. But in terms of emotional  
15 distress, if he had fear for his safety or he had fear  
16 about what he was going through and it could be based on  
17 his prior experiences, I think we're -- we're -- we're  
18 willing to explore it. That's what --.

19 THE COURT: I don't know that the Court would be  
20 so willing to entertain proof that because of his prior  
21 incarceration in Iran, this triggered emotional distress  
22 here. That to me raises a -- a strong proximate cause  
23 issue. So I don't -- I don't know that that's your  
24 strongest argument.

25 To the extent that I think it's appropriate, Mr.

1 Rotondi, for me to hear some limited proof that this is  
2 further support of the -- the doctor's trial testimony  
3 that he was distressed because this is what happened  
4 after.

5 And -- and I think to counsel's point, had he  
6 had not seen a doctor or not taken ameliorative steps,  
7 that certainly would be fertile ground for you to cross  
8 examine him on that.

9 So I'm going to permit it. I'll note an  
10 objection for the record that you make and I'll say this,  
11 I'll reserve ultimately on -- on whether or not I'll  
12 consider it and then within the confines of the trial  
13 decision, I'll -- I'll make a ruling and -- and I'll say  
14 this was properly before me or this was not properly  
15 before me.

16 But I'll give you a limited leeway. And what --  
17 and I -- I guess I would ask you to lead the witness in  
18 this respect, did you go see a doctor, did you do this.  
19 But I -- I -- I'll forewarn you now, I'm not going to --  
20 I'm not going to permit questions where the answer is, I  
21 feared for my safety because I was imprisoned in Iran.  
22 I'm not going to hear that testimony.

23 MR. CASTIGLIONE: Okay.

24 THE COURT: I'll tell you that now. Do you want  
25 to make an objection to the line of inquiry, Mr. Rotondi?

1 MR. ROTONDI: I mean, I think I already have,  
2 Your Honor. My only point is that whether I think the  
3 question at the liability trial should be whether the  
4 complaint rises to the level of where it would create  
5 emotional distress, regardless of what happened  
6 afterwards.

7 THE COURT: I -- I -- I'd say that's a fair  
8 point, but that's a legal point. You know, the --

9 MR. ROTONDI: Yes.

10 THE COURT: -- as described to me, Judge Milano,  
11 this doesn't meet the legal definition of -- of -- or --  
12 or -- or meet my burden, the Claimant's burden on  
13 emotional distress, so.

14 MR. CASTIGLIONE: Understood. And I -- I can do  
15 that. I just need to grab one document right here.

16 THE COURT: Let's go off the record for a  
17 minute.

18 (Off the record; 14:32:57 p.m. to 14:34:34 p.m.)

19 THE MONITOR: On the record.

20 THE COURT: Thank you.

21 BY MR. CASTIGLIONE: (Cont'g.)

22 Q. Dr. Alaei, I want to talk to you about mental or  
23 physical health problems. Can you explain to me your,  
24 basically, your health condition before February, 2018 about  
25 how your life was mentally, emotionally?

1 A. Yeah. I was very active doing, you know, physical  
2 exercise, happy faces, you know, making -- engaged in the  
3 community and I was very engaged with a family and was very  
4 active in my professional career.

5 Q. And what about after the incident?

6 A. Unfortunately, after that, I -- I know I suffered  
7 depression. I couldn't sleep for several weeks. I got  
8 (unintelligible) due to stress, that -- was admitted to the  
9 hospital in Italy and then after a few weeks, I had some impact  
10 on my vision, in -- in my -- one side of vision due to stress.

11 And then my -- I had a very healthy hair, in -- in few  
12 weeks after the sudden, I lost significant parts of it due to  
13 stress which was under medication for several years. And also,  
14 I -- I -- I saw a -- a psychologist and he -- she tried to help  
15 me to overcome, but unfortunately it was not very successful.

16 Then, had additional damage to my -- I got a psoriasis  
17 (unintelligible) due to the stress. So it went, coming back  
18 and also, there was some, you know, due to the helpless  
19 adjuster due to stress, one side of my face was completely  
20 changed while I used to have T.V. interviews regularly, I was  
21 embarrassed to go for a while. Then over the time they got a  
22 little better.

23 Q. Let me ask you about medical assistance. Did you see  
24 a Dr. Naveen, N-A-V-E-E-N, Achar, A-C-H-A-R, a psychiatrist?

25 A. Yes.

1 THE COURT: Connect the question.

2 BY MR. CASTIGLIONE: (Cont'g.)

3 Q. Did you see a Kathleen Morris, psychologist?

4 A. Yes.

5 Q. Did you see a Dr. Reza A-Z-I-M-I, ophthalmologist?

6 A. Yes.

7 Q. Did you see a Dr. Stefano Bucci, B-U-C-C-I an  
8 Otolaryngologist?

9 A. Yes.

10 THE COURT: What kind of doctor is that?

11 THE WITNESS: He is E.N.T.

12 THE COURT: A what?

13 THE WITNESS: E.N.T., audio.

14 THE COURT: Okay. Go ahead.

15 BY MR. CASTIGLIONE: (Cont'g.)

16 Q. Did you see a Maniejeh, M-A-N-I-E-J-E-H contractor  
17 ophthalmologist?

18 A. Yes.

19 Q. What about a Mehdi, M-E-H-D-I, Rashighi, R-A-S-H-I-G-  
20 H-I, dermatologist?

21 A. Yes.

22 Q. Did you see --?

23 THE COURT: And are all of these visits after  
24 August of 2018?

25 THE WITNESS: Yes.

1 THE COURT: Go ahead, Counsel.

2 BY MR. CASTIGLIONE: (Cont'g.)

3 Q. Were some of them during the time of alternative  
4 assignment?

5 A. Yes, during February, I started and continuing --.

6 THE COURT: Right. I think you've made your  
7 point, Counsel.

8 BY MR. CASTIGLIONE: (Cont'g.)

9 Q. Well, there is additional doctors, but let me ask you  
10 this. Were -- did any of these doctors prescribe any  
11 medication for you based on how you were feeling and -- and  
12 what the doctor had decided was appropriate?

13 A. Yes. Medication and in -- invasive diagnostic  
14 procedure, for example, for my eyes, they did.

15 Q. What -- can you tell me what types of medication you  
16 were taking?

17 A. So different medication based -- for each of them, for  
18 like for mental health, I was under anti-depression, anti-  
19 anxiety, for dermatology was under medication for dermatology,  
20 for each of them was respective medication and therapy. I had  
21 several session of, you know, psychology therapy.

22 Q. Did there come a time where you -- you had mentioned  
23 earlier, you didn't have health insurance?

24 A. Yes, unfortunately.

25 Q. Were you able to seek medical attention during that



1 time?

2 A. Unfortunately, I couldn't but I reach out to some of  
3 those who provided pro bono until I got new health insurance.

4 Q. And under your new health insurance, did you continue  
5 to seek medical help?

6 A. Yes.

7 Q. Okay. And are you seeking -- are you still seeing  
8 medical treatment today?

9 A. Yes.

10 Q. Okay. I want to talk to you additionally about  
11 impacts on community relationships. Can you explain to me the  
12 type of community relationships you were engaged in before you  
13 were placed on alternative assignment before February, 2018?

14 A. Yes, I was the leader of my Persian American  
15 community. I established Persian American Community College in  
16 Albany that we organized major events in Albany law school.  
17 Every year we had at least, you know, two to three events. And  
18 also, I was part of the Iranian American Alliance, which was  
19 the top one hundred Iranian Americans successful in the  
20 country.

21 Q. What about after going through alternative assignment  
22 and being terminated by SUNY Albany?

23 A. Unfortunately, I couldn't continue because some of  
24 them, they participate in the meeting that Harvey Charles had  
25 the day after my assignments and that was huge, you know,

1 misinformation among Persian community.

2 Q. What about marital situation? Were you married before  
3 being on alternative assignment?

4 A. Yes.

5 Q. Can you --?

6 THE COURT: I'll ask counsel to move on from  
7 that.

8 BY MR. CASTIGLIONE: (Cont'g.)

9 Q. What about professional opportunity? We had talked  
10 about you were deprived access to your SUNY email account. Can  
11 you explain to me what impacts that might have had or that had  
12 on efforts you were pursuing at the time?

13 A. Sure. There was significant --.

14 MR. ROTONDI: Objection. I -- this doesn't  
15 sound -- this sounds more like, you know, lost business  
16 opportunities.

17 THE COURT: And -- and again, I'm going to  
18 sustain the objection, Counsel, because I don't think this  
19 witness is competent to testify that his experiences with  
20 SUNY did or didn't result in -- in decisions other made.

21 MR. CASTIGLIONE: Well --.

22 THE COURT: Now, he did reference one New York  
23 college opportunity that came in but to the extent that  
24 you would seek to elicit from him, this cost him other job  
25 opportunities. That's too far afield and two, and this

1 witness was not competent to testify to this.

2 BY MR. CASTIGLIONE: (Cont'g.)

3 Q. Well, can I ask him, did you ever hear back from your  
4 college after January?

5 A. No, because I had no access to my email.

6 Q. And do you know --?

7 THE COURT: Next question. It -- it -- they  
8 filled the position. They abolished the college. The  
9 college went bankrupt, again, toward -- unless in  
10 admissible form, I get proof that somebody from your  
11 college says he did not get a job offer because of this,  
12 that incompetent testimony.

13 BY MR. CASTIGLIONE: (Cont'g.)

14 Q. Before this, you had received a number of awards  
15 before the incident. Have you received any awards similar to  
16 what you had received before this incident?

17 A. Unfortunately, during the past three years, none.  
18 While I received a significant human rights award because I was  
19 human right advocate and now it was opposite that there are a  
20 lot of questions about this.

21 And also, the project I was working with C.D.C. for three  
22 years about criminal justice, about H.I.V. disclosure,  
23 completely destroyed. When I reached out to the C.D.C., they  
24 said we are not anymore interested due to what happened in  
25 UAlbany.

1 And also, I wrote a chapter in textbook that because I  
2 couldn't communicate for six week, I lost that chapter of  
3 textbook.

4 Q. The opportunity to submit that chapter to textbook.

5 A. And also, there was another project I was working  
6 three years on youth health. I lost --.

7 MR. ROTONDI: Objection.

8 THE COURT: Yes, you've gone beyond the scope of  
9 the question, Doctor, thank you.

10 Counsel?

11 BY MR. CASTIGLIONE: (Cont'g.)

12 Q. Dr. Alaei, had you been nominated for a Nobel Peace  
13 prize in your life?

14 A. Yes. When I was in prison.

15 MR. ROTONDI: Objection, relevance.

16 THE COURT: Who hasn't?

17 MR. CASTIGLIONE: Well, Your -- Your Honor, this  
18 obviously goes to the type of situation of how he was  
19 treated before this.

20 THE COURT: No, I'll sustain the objection,  
21 counsel. Next question.

22 BY MR. CASTIGLIONE: (Cont'g.)

23 Q. Grant you had been working on beforehand that you were  
24 consistently receiving support from. did that type of support  
25 continue after being terminated by SUNY Albany?

1 A. No. Unfortunately, I used to receive, you know,  
2 several federal grants from state departments but after what  
3 happened to that, unfortunately, I can't.

4 MR. CASTIGLIONE: Okay. Those are all the  
5 questions I have besides re-direct, Your Honor.

6 THE COURT: Okay.

7 MR. CASTIGLIONE: Thank you.

8 THE COURT: We want to go forward. We want to  
9 take a five-minute recess, folks.

10 MR. ROTONDI: I'll take -- sure.

11 THE COURT: All right. Let's -- let's make it a  
12 seven-minute recess. So back at two fifty. Thank you.  
13 Off the record.

14 (Off the record; 14:43:57 p.m. to 14:56:43 p.m.)

15 THE MONITOR: On the record.

16 THE COURT: Okay. We just concluded the direct  
17 examination of the claimant. Mr. Rotondi, cross  
18 examination?

19 MR. ROTONDI: Yes, Your Honor. All set.

20 MR. CASTIGLIONE: We're good.

21 CROSS EXAMINATION BY MR. ROTONDI: (Cont'g.)

22 Q. Good afternoon, Doctor. How are you?

23 A. Good, and you?

24 Q. Before we begin, when we talk about the G.I.H.H.R.,  
25 I'm going to call it the Global Institute, okay?

1 A. I know.

2 Q. Now, you had the SUNY email account because you were a  
3 SUNY employee, correct?

4 A. Yes.

5 Q. You were listed on the G -- you were listed on the  
6 Global Institute website because you were a SUNY employee,  
7 correct?

8 A. Because I was director of G.I.H.H.R.

9 Q. What's that?

10 A. Because I was director of G.I.H.H.R.

11 Q. All right. But you were director because you were a  
12 SUNY employee?

13 A. Yes.

14 Q. Correct?

15 A. Yes.

16 THE COURT: Off the record for a minute.

17 THE MONITOR: Off the --.

18 (Off the record; 14:57:55 p.m. to 14:58:08 p.m.)

19 THE MONITOR: On the record.

20 BY MR. ROTONDI: (Cont'g.)

21 Q. Your brother, Arash, he had been co-director of the  
22 Global Institute, correct?

23 A. Yes.

24 Q. Did you two live together --

25 A. Yes.

1 Q. -- while you were employed at SUNY Albany

2 A. For some part, yes.

3 Q. Was he ever placed on alternate assignment?

4 A. Yes.

5 Q. Okay. Do you know when?

6 A. I think it was a year before me.

7 THE COURT: Say that again.

8 THE WITNESS: A year before me. It was 2017.

9 Yeah.

10 THE COURT: A week before, a year before?

11 THE WITNESS: A year, a year.

12 THE COURT: One year?

13 THE WITNESS: One year.

14 BY MR. ROTONDI: (Cont'g.)

15 Q. Could you -- could I -- could I ask you to just keep  
16 your voice up?

17 A. Sorry. Sorry.

18 Q. No, no, no need to apologize. Did your brother tell  
19 you why he was placed on alternate assignment?

20 A. No.

21 Q. Okay. While he was on alternate assignment, did he  
22 work from home?

23 A. Yes.

24 Q. Did you ever discuss any restrictions that may have  
25 been placed on your brother while he was an alternate

1 assignment with anyone?

2 A. No.

3 Q. Did you ever discuss those restrictions with your  
4 brother?

5 A. No.

6 Q. When you were on alternate assignment, you were paid  
7 your salary, correct?

8 A. Say it again.

9 Q. When you were on alternate assignment, you were paid  
10 your salary?

11 A. My university paid my salary.

12 Q. Yes.

13 A. Yes.

14 Q. And you -- you performed work, correct?

15 A. Yes.

16 Q. Did you have any contact -- who is Fardin Sanai? Do  
17 you know him?

18 A. He is Vice President and board member of the  
19 G.I.H.H.R.

20 Q. Did you have any contact with Fardin Sanai when you  
21 were on alternate assignment?

22 THE COURT: When -- when the witness was on  
23 alternate assignment?

24 MR. ROTONDI: Yes.

25 THE WITNESS: I -- I can't remember. Maybe



1 because he was part of Persian community as well,  
2 participated in Persian communities.

3 THE COURT: Did you say Persian community?

4 THE WITNESS: Yes.

5 THE COURT: Okay. Go ahead, Counsel.

6 BY MR. ROTONDI: (Cont'g.)

7 Q. Did you have any contact with Kevin Williams when you  
8 were on alternate assignments?

9 A. Yes. A lot of people contacted me, came to my house  
10 because they were board members of G.I.H.H.R. and they were  
11 shocked, nobody consulted with them.

12 THE COURT: Okay. That's fine, Doctor.

13 MR. ROTONDI: Doctor, I'm going to show you  
14 what's been marked as -- there are (unintelligible)  
15 exhibit, Joe. They've already --.

16 MR. CASTIGLIONE: Yeah. The one that's in.

17 THE COURT: Just that I need read into the  
18 record what the admitted exhibit number is as we're doing  
19 this.

20 MR. ROTONDI: Well, they're mine. These are my  
21 exhibits.

22 THE COURT: Okay. Defendant's exhibits.

23 MR. ROTONDI: Yes. That's my understanding that  
24 they're all in.

25 THE COURT: And they were all admitted. So what

1 exhibit are we looking at here, Mr. Rotondi?

2 BY MR. ROTONDI: (Cont'g.)

3 Q. I got Exhibit A, Doctor. Okay. Let's scroll down.

4 Is that an email from you to President Rodriguez dated May  
5 22nd, 2018?

6 A. Yes.

7 Q. Okay. May I ask you to look at the fourth paragraph?

8 THE COURT: Number four?

9 MR. ROTONDI: Yes.

10 THE WITNESS: I can't see the title. Yeah.

11 Yes.

12 BY MR. ROTONDI: (Cont'g.)

13 Q. Can you see that?

14 A. Yes.

15 Q. I think I can sharpen it for you if you need to.

16 A. Thank you. No, that's fine.

17 Q. All right. Correct me if I'm wrong but the paragraph  
18 says, in addition, my initial appointment dated April 16th,  
19 2014 and signed by President Robert J. Jones states that, "to  
20 give you the security of at least two years employment, the  
21 appointment will be reviewed annually for possible extension by  
22 another year". Therefore, the initial end date, April 30th,  
23 2019 of my last term renewal form signed by interim provost on  
24 April 6th, 2017 is incorrect.

25 Did you ever back what you stated in paragraph four that

1 the -- that the contract renewal with the initial end date of  
2 April 30th, 2019, do you ever bring -- bring a grievance based  
3 on that?

4 A. No.

5 Q. And is it fair to say that by April 30th, 2018, you  
6 were aware that steps were being taken to non-renew your  
7 contracts?

8 A. That was my response to that, yes.

9 Q. And it's fair to say at that time, at least by April  
10 30th of 2018, you also knew that the SUNY was going to give you  
11 one-year notice -- one-year salary, correct?

12 A. No, they just say we don't want to renew you.

13 Q. I'm sorry?

14 A. They just say we don't want to renew you. They just  
15 started the process but it was not decision. It was just  
16 initiating.

17 Q. Is it fair to say though by the end of April of 2018,  
18 you knew that the non-renewal process had started?

19 A. Yes. They told me by letter.

20 Q. And you also knew that the intention was to give you  
21 one-year salary, correct?

22 A. No, they wanted to non-renew me. They didn't say one  
23 year or two-year salary.

24 MR. ROTONDI: All right. Can we just -- can I --  
25 - sorry, Your Honor.

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1 THE COURT: Yeah.

2 (Off the record; 15:05:48 p.m. to 15:06:57 p.m.)

3 THE MONITOR: On the record.

4 THE COURT: On the record.

5 BY MR. ROTONDI: (Cont'g.)

6 Q. Doctor, I'm showing you what's been previously --

7 previously marked as Plaintiff's Exhibit Thirty-six.

8 THE COURT: In evidence?

9 BY MR. ROTONDI: (Cont'g.)

10 Q. In evidence, and ask you does that contain a letter

11 from you to Bill Hedberg -- William Hedberg?

12 A. Yes.

13 Q. Dated May 8th, 2018?

14 A. Yes.

15 Q. Okay. And I'll refer you to the last paragraph. Can

16 you read that to yourself?

17 THE COURT: Doctor, it'd be fair to say as of

18 May 8th, you're aware -- you were aware that SUNY was

19 taking the position (unintelligible) one year?

20 THE WITNESS: Yes.

21 THE COURT: Would you agree with that?

22 THE WITNESS: Yes.

23 THE COURT: Counsel.

24 MR. ROTONDI: Yes.

25 BY MR. ROTONDI: (Cont'g.)

1 Q. Did you ever grieve -- bring a grievance based on the  
2 fact that SUNY was going to give you one-year notice?

3 A. Yes, I talk to U.U.P. and the U.U.P. said I will fix  
4 it because they are wrong.

5 Q. Okay. So you -- you grieved that?

6 A. Maureen, yes -- and she said I would just call them  
7 and that's done because I did it a year ago and they fixed it.

8 Q. Let me show you what's been stipulated into evidence  
9 as Defendant's Exhibit B.

10 THE COURT: B as in boy?

11 MR. ROTONDI: B as in boy.

12 THE COURT: Okay.

13 BY MR. ROTONDI: (Cont'g.)

14 Q. Okay. It looks like we already talked about this,  
15 right? This is --

16 A. Yeah.

17 Q. -- the initial appointment letter?

18 A. Yes.

19 Q. All right. I'm going to refer you to that second  
20 paragraph. It says your initial appointment will be for three  
21 years, commencing on May 1st, 2014, correct?

22 A. Yes.

23 Q. So that would end on April 30th, 2017, correct?

24 A. Yes.

25 Q. All right. It also looks like -- the initial

1 paragraph where it says it's my pleasure to offer you an  
2 appointment to the University at Albany as Research Associate  
3 Professor and lecturer in the Department of Public  
4 Administration and Policy, correct?

5 A. Yes.

6 Q. And the lecturer title was non-tenure track, correct?

7 A. Yes.

8 Q. And it also paid a salary of, at the time, ninety-two  
9 thousand six hundred and thirty dollars, correct?

10 A. There were two position, one is Associate Professor --  
11 Research Associate Professor and one was lecturer. For  
12 lecturer, I supposed to teach. For Research Associate  
13 Professor are supposed to do research.

14 Q. Down in the second paragraph though it does say, the  
15 third line, the lecturer budget title is a non-tenure track?

16 A. Yeah.

17 Q. Okay. You also had -- and I'm going to direct your  
18 attention to the second to last paragraph, you will have three  
19 complimentary non-stipendiary appointments. Those are  
20 appointments that don't pay any money, correct?

21 A. Yes.

22 Q. And was one of them director of G.I.H.H.R.?

23 A. It was continued of director because I was appointed  
24 before this by James Diaz, yes.

25 Q. I'm just asking you if your G -- G-I-H-H-R

1 appointment, did not come with a salary, correct?

2 A. No.

3 Q. And I'll show you what's in evidence as Defendant's

4 Exhibit ,C. Do you recognize that?

5 A. Yes.

6 Q. And you signed that on May 28th, 2014?

7 A. Yes.

8 Q. And is it fair to say that Exhibit C is a confirmation

9 of your appointment?

10 A. It was an internal letter because it was not signed by

11 the president.

12 Q. I'm sorry, what?

13 A. It was internal letter because it was not signed by

14 the president.

15 Q. But it's a confirmation of your -- of your full-time

16 term appointment?

17 A. Yeah, it was internal letter, yes.

18 Q. Posted to you, correct?

19 A. Say it again?

20 Q. It's sent to you, correct?

21 A. Yeah, it's sent to me it was internal, which means

22 just human resource sent it to me. It was not my appointment

23 letter. My appointment letter was signed by the president.

24 Q. And down below on May 20th, 2014 you accepted the

25 appointment?

1 A. I already accepted in the previous appointment letter,  
2 it was just for the process.

3 Q. Who -- how was that appointment letter negotiated?

4 A. It was through the Evergreen 2020 that State of New  
5 York gave to academic institution an opportunity to attract  
6 talented faculties to a stay longer than short term period.  
7 And that was a call by the chancellor of SUNY system to all  
8 sixty-five campuses to submit the proposal. It was a  
9 competitive process.

10 And at University at Albany, several departments and  
11 centers they submitted the proposal some of them they were not  
12 accepted. We submitted from G.I.H.H.R. which was accepted.  
13 And as part of that -- so Bruce who -- who was designated by  
14 Office of Provost among other provost team members that are  
15 working to develop those metrics in March 2014.

16 Q. Did -- did your appointment letter mention the word  
17 Evergreen?

18 A. No, they don't use the word Evergreen, yeah.

19 Q. Does your appointment letter mention the word  
20 Evergreen?

21 A. This letter, no. But everything was about Evergreen.

22 Q. Does the appointment letter mention the word metrics?

23 THE COURT: Mentioning what?

24 MR. ROTONDI: Metrics.

25 THE COURT: Metrics, okay. Did -- did you



1 answer the question?

2 THE WITNESS: So the -- the letter didn't say  
3 about metrics but the metrics was a memo was -- was linked  
4 because the funding came from outside of university,  
5 meaning that was --.

6 THE COURT: Doctor -- that -- that's enough,  
7 Doctor. Go ahead, Counsel.

8 MR. ROTONDI: If I ask you a question --.

9 THE COURT: No, I'll instruct the witness.

10 BY MR. ROTONDI: (Cont'g.)

11 Q. Let's go back to your appointment letter, your initial  
12 appointment letter, Doctor. Paragraph two, it says to give you  
13 the security of at least two years of employment the  
14 appointment will be reviewed annually for possible extension of  
15 another year. Now this letter doesn't say that possible  
16 extension by another year is guaranteed, does it?

17 A. No, but at least I have two years guaranteed.

18 Q. Where does it say you have two years --?

19 A. They say to give you --.

20 THE COURT: Hold on. Stop, Doctor, and -- and  
21 the counsel's attempt to make a point with you. I'm going  
22 just ask that you answer the question that's asked and not  
23 unless asked by me not to expand, just -- if it's a yes or  
24 no, yes, no. Go ahead, Counsel.

25 BY MR. ROTONDI: (Cont'g.)

1 Q. Can you show me where in the appointment letter in  
2 paragraph two you are guaranteed two years' salary or two  
3 years' notice?

4 A. To give you the security of at least two years that's  
5 the security word and two years is minimum is clearly of  
6 employment. That's clear. And all the conversation during  
7 that time was based on the Evergreen.

8 Q. Mr. Kamiar, this is not responsive to my question.

9 THE COURT: To the extent that the witness is  
10 offering collateral information, of course I'm not going  
11 to consider it, and -- and to the point you post, both of  
12 them, a lot of what I see in front of me is going to be  
13 for the finder of facts to interpret not -- unless it goes  
14 to the -- the making of the bargain and making the  
15 contract, it's for me to decide what the language means.  
16 Go ahead, Counsel.

17 BY MR. ROTONDI: (Cont'g.)

18 Q. Let's go back to my other question when you started to  
19 discussed Evergreen. What I'm asking you specifically is when  
20 -- did you have conversations with Robert Jones, PhD, about the  
21 terms of your contract?

22 A. I talked with the Provost and Office of the Provost  
23 who are designated academic in charge of all these academic  
24 terms.

25 Q. So you had conversations with them about the terms of

1 your -- your --

2 A. Yes.

3 Q. -- appointment?

4 A. Because it was the conversation based on all the  
5 metrics and memos, and in my employment letter it is listed.

6 THE COURT: Ask him a leading question. Ask him  
7 a leading question.

8 MR. ROTONDI: I was asking a yes or no question,  
9 Your Honor --

10 THE COURT: Okay.

11 MR. ROTONDI: -- but --.

12 THE COURT: Did you talk to Robert Jones about  
13 the terms of employment?

14 THE WITNESS: No.

15 THE COURT: Yes or no?

16 THE WITNESS: No, there's two thousand  
17 faculties, they don't talk individually about this stuff.

18 THE COURT: Go ahead, Counsel.

19 BY MR. ROTONDI: (Cont'g.)

20 Q. You didn't get the U.U.P., which is United University  
21 Professions, correct?

22 A. I got U.U.P. with the practice.

23 Q. You did not get them involved in this appointment  
24 letter, did you?

25 A. I shared everything with them.

1 Q. When did you share it?

2 A. When -- when this was -- all these processes happening  
3 and non-renewal everything and they said they would call human  
4 resource to fix it. And this was --.

5 THE COURT: I think counsel's point -- was the  
6 point of your question in negotiating this letter U.U.P.  
7 is not involved?

8 MR. ROTONDI: Correct.

9 THE COURT: Is that correct?

10 MR. ROTONDI: Yes --

11 THE COURT: Correct?

12 MR. ROTONDI: -- that's all I'm asking.

13 THE WITNESS: So based on my conversation with  
14 U.U.P., they said they will fix it by phone.

15 THE COURT: No -- no -- no -- no.

16 THE WITNESS: But they tried. But I don't know  
17 in final decision what's there.

18 THE COURT: Doctor, the question is when the  
19 terms of this appointment letter were being discussed,  
20 U.U.P. was not involved, correct?

21 THE WITNESS: I don't know.

22 THE COURT: You don't know. Is that your  
23 answer?

24 THE WITNESS: Yeah, I don't know in 2014 U.U.P.  
25 --

1 THE COURT: Right.

2 THE WITNESS: -- was involved or not. I have to  
3 check with U.U.P. In fact, in the other letter --

4 THE COURT: Stop.

5 THE WITNESS: -- said U.U.P.

6 BY MR. ROTONDI: (Cont'g.)

7 Q. I'm showing you what's been entered into evidence as  
8 Defendant's D. Did you recognize that, Doctor?

9 A. Yes.

10 Q. And is that an appointment as a Clinical Associate  
11 Professor without stipend?

12 A. Yeah, that's a different appointment is pro bono  
13 appointment.

14 Q. I'm showing you what's Defendant's Exhibit F dated  
15 July 18th, 2016. Is this a renewal letter?

16 A. Yes.

17 Q. Okay. And it's for the appointment to the faculty as  
18 lecturer (Associate Dean Global\Interdisciplinary Research),  
19 correct?

20 A. Yeah, that was my appointment for Associate Dean.

21 Q. And it says in -- in the second sentence this renewal  
22 is for the period beginning May 1st, 2017 and ending April 30th  
23 of 2018, correct?

24 A. For my Associate Dean, yes. Because you can be  
25 faculty and you can be Associated Dean for one year and go back

1 to your faculty.

2 Q. It says lecturer, doesn't it?

3 A. But in parenthesis Associate Dean, yes.

4 Q. But it says lecturer as well, correct?

5 A. Yes. As I said I had --.

6 THE COURT: Doctor, let's not argue with  
7 counsel, let's just try and answer the question as asked.

8 MR. ROTONDI: And it gives him --.

9 THE COURT: And (unintelligible) Mr. Rotondi.  
10 If counsel, your lawyer thinks that a different  
11 explanation or further explanation is necessary they'll  
12 ask you about it. But let's not debate counsel, okay?

13 THE WITNESS: Sure.

14 THE COURT: Go ahead, Counsel.

15 BY MR. ROTONDI: (Cont'g.)

16 Q. And do you recognize Defendant's Exhibit G?

17 A. Yes.

18 Q. Okay. And that's dated April 6th, 2017, correct?

19 A. Yes.

20 Q. And it's confirming a renewal of your full-time term  
21 appointment to the faculty as lecturer, correct?

22 A. Yes.

23 Q. And it was for the period beginning May 1st, 2018 and  
24 ending April 30th of 2019, correct?

25 A. Yes.

1 Q. That's one year, isn't it?

2 A. For this letter, yes, because the salary was increased

3 --

4 Q. One-year term?

5 A. -- for one hundred thirty thousand dollars, yes,

6 because that was temporary increase.

7 Q. Okay.

8 A. It was not permanent increase.

9 Q. And this is the August 10th, 2018.

10 THE COURT: What do we have here, number or  
11 letter?

12 MR. ROTONDI: This is -- I'm sorry, this is I,  
13 Doctor.

14 BY MR. ROTONDI: (Cont'g.)

15 Q. And this was renewing your term appointment as  
16 lecturer, correct?

17 A. Yes.

18 Q. For the one hundred and thirty thousand dollars,  
19 correct?

20 A. Yes.

21 Q. Okay. And down below then they exercise a right to  
22 terminate your appointment and pay the balance of that one  
23 year, correct?

24 A. For the G.I.H.H.R., yes. But my primary appointment -  
25 -.

1 THE COURT: Stop. Next question.

2 BY MR. ROTONDI: (Cont'g.)

3 Q. Can you tell me if the term Evergreen appears in the  
4 U.U.P. contract?

5 MR. CASTIGLIONE: Objection. My client can't be  
6 held accountable to know what the entire U.U.P. agreement.

7 THE COURT: Well, if he knows -- if he knows, he  
8 can answer.

9 MR. CASTIGLIONE: Okay.

10 THE COURT: Do you know if the term Evergreen is  
11 in the U.U.P. contract?

12 THE WITNESS: No.

13 THE COURT: No, it isn't or you don't know?

14 THE WITNESS: I don't know.

15 THE COURT: Next question.

16 THE WITNESS: Because that was a new term.

17 THE COURT: Stop, Doctor.

18 THE WITNESS: I will.

19 THE COURT: By the way, is the U.U.P. contract  
20 one of the marked exhibits?

21 MR. CASTIGLIONE: There's two.

22 THE COURT: Okay.

23 MR. CASTIGLIONE: Yes.

24 THE COURT: Are either of those two yet  
25 admitted?



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1 MR. CASTIGLIONE: I -- I am fine with Claimant's  
2 2011 to 2016 and I have the 2016, so --.

3 THE COURT: But they're not in yet?

4 MR. CASTIGLIONE: I haven't --

5 THE COURT: It's --?

6 MR. CASTIGLIONE: -- I haven't gone through --

7 THE COURT: No, it's fine. We'll take care of  
8 it when we do housekeeping. But they're coming in I  
9 assume?

10 MR. CASTIGLIONE: Yes.

11 THE COURT: Good.

12 MR. CASTIGLIONE: Okay.

13 THE COURT: Mr. Rotondi?

14 BY MR. ROTONDI: (Cont'g.)

15 Q. The grants you discuss with Mr. Castiglione, those  
16 were grants for the Global Institute?

17 A. Yes.

18 Q. So they were SUNY grants, correct?

19 A. It depends how you define that because this is based  
20 on P.I.s and when P.I.s move, they can bring those grants to  
21 others. This is a common practice across all the university.

22 THE COURT: And what moves?

23 THE WITNESS: The grants. It's P.I.s in those  
24 grants.

25 THE COURT: (unintelligible) P.I.?

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1 THE WITNESS: Principal Investigators.

2 THE COURT: Principal --?

3 THE WITNESS: Investigators.

4 THE COURT: All right, go ahead.

5 BY MR. ROTONDI: (Cont'g.)

6 Q. Because those -- the grants you were working on were  
7 to help, at least in part, fund the Global Institute, correct?

8 A. Part of that, yes.

9 Q. Are you aware if the term metrics is in the U.U.P.  
10 contract?

11 A. I don't know.

12 Q. You spoke to your counsel about certain emotional  
13 injuries you claim to have suffered. Did they begin while you  
14 were still a SUNY employee?

15 A. After this happened, yes, is in February. Everything  
16 started at February.

17 Q. Everything started after February?

18 A. Yes.

19 MR. ROTONDI: Just one second, Your Honor.

20 THE COURT: Okay.

21 MR. ROTONDI: That's all I have, Your Honor.

22 THE WITNESS: Thank you.

23 THE COURT: Anyone re-direct, please? It's --

24 MR. CASTIGLIONE: Yes, Your Honor, I'll be  
25 brief.

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1 THE COURT: Re-direct?

2 MR. ROTONDI: I can use --.

3 MR. CASTIGLIONE: Yeah -- yeah.

4 MR. ROTONDI: I was just going to use  
5 (unintelligible).

6 MR. CASTIGLIONE: I was just going to have an  
7 order to appointment letter and then the fifteenth and --.

8 THE COURT: Great, inform Mr. (unintelligible).  
9 Great.

10 MR. CASTIGLIONE: Yeah.

11 THE COURT: Can you return all admitted exhibits  
12 -- all marked exhibits to the Court monitor at the close  
13 of business today?

14 RE-DIRECT EXAMINATION BY MR. CASTIGLIONE:

15 Q. Dr. Alaei, just to (unintelligible) some issues raised  
16 by counsel, Defendant's Exhibit B, the initial appointment  
17 letter April 16th, 2014, it says your initial appointment will  
18 be for three years, you will have a twelve-month full-time  
19 obligation. Do you have an understanding what your initial  
20 term appointment was?

21 A. Yes, it was three years from the date it was said May  
22 1st, 2014 until 2017. Each year it will be reviewed, so it  
23 means next year 2015 I will be extended for another year from  
24 2017 to 2018. So I had at least two years of secured  
25 employment by university at Albany.

1 Q. So in other words, every year this three-year term was  
2 reviewed and if it was pushed forward another year, you were  
3 renewed the three-year term was renewed?

4 A. Exactly.

5 Q. Okay. And if I can refer you to Defendant's Exhibit C  
6 where this said confirm your full-time term appointment for the  
7 period beginning May 1, 2014 April 30th, 2017. Is that  
8 consistent with your understanding about the term being three  
9 years?

10 A. Yes.

11 Q. Okay. If I can refer you to Defendant's Exhibit F.  
12 This says the renewal -- this -- it reflects is my pleasure to  
13 confirm a renewal of your full-time term appointments, the  
14 renewals for the period beginning May 1, 2017 and ending April  
15 30th, 2018. What is your understanding at that point about  
16 what your term appointment was supposed to be at that point?

17 A. At this point, it was a new appointment added to my  
18 primary appointment as Associate Dean and as -- if you look at  
19 the date it's July 18th. Because if you do renewal of faculty  
20 should be in April not in July. So they significantly  
21 increased my salary because no lecturer at the University  
22 received one hundred and thirty thousand dollars. So that was  
23 the renewal of the new Associate Deanship.

24 Q. So would this be a renewal of a three-year period with  
25 the first year being 2017 and 2018?

1 MR. ROTONDI: Objection, Your Honor.

2 THE COURT: Sustained. These are all questions  
3 that are ultimately the finding that the finder of fact  
4 will review and determine. Next question, please.

5 MR. CASTIGLIONE: Your Honors -- Your Honor, I  
6 think my client would have an understanding of his  
7 appointment term and what he was being appointed for.

8 THE COURT: And -- and he could opine that he  
9 thought he was being appointed to twenty-two thirty-four.  
10 And if it's not the Court's understanding and  
11 interpretation of the written document that -- that's not  
12 going to hold water.

13 BY MR. CASTIGLIONE: (Cont'g.)

14 Q. Okay. Dr. Alaei, when you first got appointed, did  
15 you have -- the discussions you said with Bruce Selchick?

16 A. Yes.

17 Q. Do you know what position he has now with SUNY?

18 A. I think he is Chief of Staff.

19 Q. And did you discuss --?

20 THE COURT: You think he is what? I'm sorry.

21 THE WITNESS: Chief of Staff.

22 BY MR. CASTIGLIONE: (Cont'g.)

23 Q. Chief of Staff for the President?

24 A. Yes.

25 Q. And at the time he was working for the Provost?

1 A. At that time he was working at the Office of Provost.

2 Q. And you discussed the Evergreen -- Evergreen concept  
3 with him?

4 A. Yes.

5 Q. And that was before you signed your appointment  
6 letter?

7 A. Yes, that was when they received the funding from the  
8 SUNY system because that was a special appointment. That was  
9 not a regular appointment. They -- they received money from  
10 the state and they had to report by 2020. If you see my  
11 employment form that I gave it to you, it shows 2020 source  
12 which is different than existing source. This was not  
13 University at Albany money, it was the state of New York money.

14 Q. If I can refer you to Claimant's Exhibit Sixty-three.

15 THE COURT: What is Sixty-three?

16 MR. CASTIGLIONE: Sixty-three is an appointment  
17 request by SUNY University at Albany that's signed out by  
18 department heads. This was reviewed by counsel. This was  
19 prepared by SUNY Albany, signed by (unintelligible).

20 THE COURT: Are -- are we going to stipulate to  
21 this or not, Mr. Rotondi?

22 MR. ROTONDI: Yes, Your Honor.

23 THE COURT: So Exhibit Sixty-three is admitted  
24 without objection.

25 BY MR. CASTIGLIONE: (Cont'g.)

1 Q. If I can, Dr. Alaei, this document it says it's an  
2 appointment request. It appears to be for you. It says your -  
3 - your budget titled Lecturer, campus title Research Professor.  
4 At the bottom it says 2020 R-2/P-26. Is that reflective of  
5 this 2020 program with Evergreen you had been referring to?

6 A. Yes. And that was the memo of P-26 which is attached  
7 that I showed in my non-renewal as a memo which was addressed  
8 here and it says that this is 2020 funding in handwritten.

9 Q. And let me show you to the next page here change of  
10 status request. That also refers to this 2020 number. It does  
11 say appointment code term it says transfer effective date  
12 05/01/14 through five 05/01/17. Is that the term appointment  
13 you were receiving?

14 A. And then -- yes. And in the remark they said 2020 R-  
15 2/P-26 with reference to that memo attached with all the  
16 metrics. This is linked to the metrics.

17 Q. Okay. Mr. Rotondi asked you about filing a formal  
18 grievance -- Mr. Rotondi asked you about filing a formal  
19 grievance whether you're getting one year or two year. Do you  
20 recall that -- that the U.U.P. filed a formal grievance and  
21 start any of the steps on that issue?

22 A. So when I talked to Maureen, who was the  
23 representative --.

24 THE COURT: Yes or no, do you know?

25 THE WITNESS: I don't know. I don't remember.

1 THE COURT: No, do you know -- do you know  
2 whether they did or not?

3 THE WITNESS: They said they will do, but I  
4 can't remember they formally did it or not.

5 BY MR. CASTIGLIONE: (Cont'g.)

6 Q. Do you -- do you know who -- Can you identify Maureen  
7 Seidel is?

8 A. Yes, she was my representative at the University at  
9 Albany for the U.U.P.?

10 Q. And did you raise the issue of one year versus two  
11 years --

12 A. Yes.

13 Q. -- with her?

14 A. And she said that she did it a year ago for another  
15 case and what was successful and she ... will fix it.

16 Q. Okay. And was that issue ever resolved as far as  
17 you're aware?

18 A. Never.

19 Q. Lastly, you had mentioned grants, and the P.I. Can  
20 you explain to me again what -- what does P.I. stand for?

21 A. Sure. They don't give grants to the universities.  
22 They give grants to faculties who submit a proposal and have  
23 all the qualification and get that. For example, the federal  
24 grants that are non-solicited, which means the only special  
25 people who were identified as experts like these two from U.S.



1 Department of States or the P.I. of the projects.

2 Q. Let me ask you --?

3 MR. CASTIGLIONE: Sorry, Your Honor.

4 THE COURT: No, go ahead.

5 BY MR. CASTIGLIONE: (Cont'g.)

6 Q. Would you have had the opportunity if you voluntarily  
7 left SUNY Albany in February or March or April of the P.I. for  
8 your grants to take them with you?

9 A. No, and that was the violation of federal agreement  
10 with the University at Albany --.

11 Q. No, my question is would you, if you decided to  
12 voluntarily leave, could you have had the opportunity to take  
13 those grants with you if -- because you are P.I. on certain  
14 grants?

15 A. That was the common practice.

16 Q. Okay.

17 MR. CASTIGLIONE: Thank you. That's it.

18 THE COURT: Okay, re-cross?

19 MR. ROTONDI: None -- none, Your Honor.

20 THE COURT: Okay, you can put your mask on and  
21 take the shield off, Doctor. You're free to step down.  
22 You can discard the mask into the waste bin next to you.  
23 Thank you. Okay.

24 THE WITNESS: Thank you, your honor.

25 THE COURT: Claimant, please call the next --

1 Claimant please call your next witness.

2 MR. CASTIGLIONE: Dr. Kevin Williams with SUNY  
3 Albany, Your Honor.

4 THE COURT: Okay. You can grab them if you  
5 wish. Thank you. Dr. Kevin Williams.

6 MR. CASTIGLIONE: Yes, Your Honor.

7 THE COURT: Dr. Williams, please? You may step  
8 into the witness box. Could you please keep your mask on?

9 MR. WILLIAMS: Yeah.

10 THE COURT: Put a face shield over your face,  
11 and once it's in place, then you remove the mask. Thank  
12 you. And you're going to be sworn.

13 THE MONITOR: Raise your right hand. Do you  
14 solemnly swear the testimony you're about to give is the  
15 truth, the whole truth, and nothing but the truth, so help  
16 you God?

17 MR. WILLIAMS: I do.

18 WITNESS; KEVIN WILLIAMS; Sworn

19 THE MONITOR: Be seated. State and spell your  
20 name for the record.

21 THE WITNESS: Kevin Williams K-E-V-I-N W-I-L-L-  
22 I-A-M-S.

23 THE COURT: Can we do just some (unintelligible)  
24 pedigree, if I may. Doctor, are you currently employed?

25 THE WITNESS: Yes.

1 THE COURT: Where?

2 THE WITNESS: University at Albany.

3 THE COURT: SUNY Albany?

4 THE WITNESS: Yes.

5 THE COURT: Since when?

6 THE WITNESS: 1987.

7 THE COURT: Okay. And what is your current  
8 position?

9 THE WITNESS: I am Vice Provost for Academic  
10 Affairs and Dean at the graduate school.

11 THE COURT: Okay. And very, very broadly, as  
12 Vice Provost what are your duties and requirements?

13 THE WITNESS: So I provide general leadership  
14 for graduate education at the University, oversight of  
15 their policies and procedures for graduate programs,  
16 program administration, new -- new program development.

17 THE COURT: You were -- you were in that  
18 position and discharging those duties in the -- in the  
19 period of 2014 to 2018?

20 THE WITNESS: Yes, I was.

21 MR. CASTIGLIONE: Thank you, Your Honor.

22 DIRECT EXAMINATION BY MR. CASTIGLIONE:

23 Q. Good afternoon, Dr. Williams. Do you know who Kamiar  
24 Alaei is?

25 A. Yes, I do.

1 Q. And you used to work with him at SUNY, Albany?

2 A. Yes.

3 Q. Okay. If I can show you what's been previously marked  
4 as Claimant's One. And -- and just so you're aware we'll be  
5 putting them on this desk here and it'll show you up on the  
6 screen what I'm looking at. I'm referring to Claimant's  
7 Exhibit One.

8 THE COURT: The exhibit is (unintelligible),  
9 fair?

10 THE WITNESS: Yes.

11 BY MR. CASTIGLIONE: (Cont'g.)

12 Q. Claimant's Exhibit One, do you recall when Dr. Alaei  
13 was hired by the University of Albany?

14 A. Yes, I do.

15 Q. Did you do any work in helping develop the appointment  
16 for Dr. Alaei in 2014?

17 A. No, I do not -- I did not develop that appointment.

18 Q. Did you at the time have any involvement in developing  
19 a concept called Evergreen appointments?

20 A. No -- no, I did not.

21 Q. No? Okay. Are you familiar with what the term  
22 Evergreen appointment refers to?

23 A. Yes.

24 Q. Can you explain to me your understanding of what an  
25 Evergreen appointment is?

1           A. Yeah, it was a new concept at -- at the time I -- I  
2 heard about it. And it was to provide semi-permanent  
3 appointment, not permanent, I should rephrase that. It  
4 provides the ability to appointment, whether it would be a  
5 continual rollover of the contract --

6           THE COURT: Was --

7           THE WITNESS: -- each year will be evaluated.

8           THE COURT: -- it particular -- particularly  
9 addressed to non-tenured positions?

10          THE WITNESS: Yes, it was for non-tenured  
11 positions as a way of, excuse me, a way of giving -- my  
12 understanding was that as a way of giving longer contracts  
13 to non-tenured track faculty.

14          BY MR. CASTIGLIONE: (Cont'g.)

15          Q. Do you -- can you explain to me what the general terms  
16 were in terms of time for an Evergreen appointment?

17          MR. ROTONDI: I'm going to object, Your Honor to  
18 foundation to this -- of this witness' knowledge of  
19 Evergreen --

20          THE COURT: Well --

21          MR. ROTONDI: -- appointments.

22          THE COURT: -- are you -- are you aware of --  
23 what was the question?

24          MR. CASTIGLIONE: The -- the duration, the time  
25 period for an Evergreen appointment.

1 THE COURT: Are you aware of that?

2 THE WITNESS: I -- I believe that can vary for  
3 -- for this one.

4 THE COURT: I'll -- I'll overrule the objection.  
5 I'll overrule it. Go ahead, sir.

6 THE WITNESS: Okay. I believe for this  
7 Evergreen is two years.

8 BY MR. CASTIGLIONE: (Cont'g.)

9 Q. So when you say --.

10 MR. ROTONDI: Objection, move to strike. We  
11 have -- we -- this one he's referring to -- it was  
12 referring to Dr. Alaei's initial appointment. It's an  
13 opinion --.

14 THE COURT: And I don't want you to -- so  
15 counsel, I don't want you to guess. Do you know what the  
16 Evergreen application for Dr. Alaei was?

17 MR. CASTIGLIONE: Your Honor, I could ask him a  
18 question and --.

19 THE COURT: Well, we'll (unintelligible). Go  
20 ahead, Counsel.

21 BY MR. CASTIGLIONE: (Cont'g.)

22 Q. Dr. Williams, let me refer you back to what's on the  
23 screen is April 16th, 2014 letter. Are you familiar with this  
24 document? Have you seen it before?

25 A. It looks familiar.

1 Q. In the second paragraph, it says your initial  
2 appointment will be for three years commencing on May 1, 2014  
3 to coincide with the end date of your current appointment with  
4 SUNY Research Foundation. You will have a twelve-month full-  
5 time obligation. The lecturer budget title is a non-tenured  
6 track position in accordance with the policies of the trustees  
7 of the State University of New York to give you the security of  
8 at least two years of employment.

9 The appointment will be reviewed annually for possible  
10 extension by another year. Now as to that language about  
11 security of two years' employment and possible -- renew  
12 annually and possible extension by another year, do you have an  
13 understanding of what that language is referring to?

14 THE COURT: Don't answer that question. Let's  
15 go off the record.

16 (Off the record; 15:39:28 to 15:40:13)

17 THE MONITOR: On the record.

18 THE COURT: Ask him the next question. Defense  
19 counsel objected. The objection is sustained, Counsel.

20 BY MR. CASTIGLIONE: (Cont'g.)

21 Q. Dr. Williams, if I can show you this letter on the  
22 other side. You were a Vice Provost Kevin Williams or that  
23 person?

24 A. Yes.

25 Q. And so why would you have received a copy of this

1 letter?

2 A. Not -- not exactly sure. I was involved in the  
3 program that I think it was called at that time -- I'm not sure  
4 if it was called G.I.H.H.R. yet or I.A.P., it's previous  
5 version, but I was involved with Kamiar on that project.

6 Q. So you were working on G.I.H.H.R. in the past or at  
7 about the time of this letter?

8 A. I was involved with it.

9 Q. Okay.

10 A. I was not employed by it.

11 Q. In your role as the Vice Provost who -- who's -- who  
12 did -- who's your supervisor?

13 A. The Provost.

14 Q. And who's the Provost?

15 THE COURT: Then? Then?

16 BY MR. CASTIGLIONE: (Cont'g.)

17 Q. Right now and then?

18 A. Probably it's Carol Kim.

19 THE COURT: Carol Kim?

20 BY MR. CASTIGLIONE: (Cont'g.)

21 Q. Sorry?

22 A. Carol Kim.

23 Q. Okay. And in April 2014, who was it?

24 A. I believe that would have been Susan Phillips.

25 Q. Okay. Yes, and actually on the other side of the



1 letter it says Susan Provost -- Susan Phillips. Is the -- you  
2 worked with the Provost Office?

3 A. Yes.

4 Q. And can you explain to me what the responsibilities of  
5 the Provost's Office are?

6 A. Provost is the Vice President for Academic Affairs at  
7 the University. So the Provost Office generally runs all  
8 academic affairs which is the educational program.

9 Q. Does the Provost Office deal with employment issues  
10 for faculty?

11 A. Yes.

12 Q. So would contract terms be part of the work that the  
13 Provost Office deals with?

14 A. Yes.

15 Q. So it would be within the work of the Provost Office  
16 to deal with an issue referred to or understanding of payment  
17 terms as reflected in the agreement like Claimant's Exhibit One  
18 that's in front of you?

19 A. Can you rephrase?

20 Q. Sure. Would it be consistent with the Provost's  
21 responsibilities to be familiar with and -- and work with  
22 faculty on their appointment letters similar to what's in front  
23 of you as Exhibit One?

24 A. Yes, the Provosts --

25 Q. Okay.

1 A. -- would do that.

2 Q. So with your understanding of an Evergreen term, can  
3 you explain to me what a three-year term for an Evergreen  
4 appointment would entail?

5 MR. ROTONDI: Objection, Your Honor.

6 THE COURT: Ms. Castiglione, I've made my  
7 position on this quite clear.

8 MR. CASTIGLIONE: But this is about his  
9 understanding.

10 THE COURT: No. And I interpret this line of  
11 questioning as an attempt to (unintelligible) the ruling  
12 that the Court made. The objection is sustained.

13 MR. CASTIGLIONE: Let's see here. If I can  
14 refer you to -- what's that document? Three. Which one  
15 is A-Three?

16 MR. SOMMER: I'll get it up there.

17 MR. CASTIGLIONE: Your Honor, I'd like to  
18 identify and offer into evidence what's been marked as  
19 Plaintiff's Exhibit A-Three, an email from Kevin Williams  
20 dated May 31, 2017 to Dr. Alaei.

21 THE COURT: What is it marked?

22 MR. CASTIGLIONE: It's marked Plaintiff's  
23 Exhibit Three.

24 THE COURT: Okay. And Mr. Rotondi?

25 MR. ROTONDI: It's marked as Claimant's Exhibit

1 Three which was the --.

2 MR. CASTIGLIONE: I think it was A-Three?

3 MR. ROTONDI: A-Three? Exhibit A-Three.

4 THE COURT: Yeah.

5 MR. CASTIGLIONE: Yeah.

6 MR. ROTONDI: No objection.

7 THE COURT: Without objection, Claimant's Three  
8 is admitted. And the date on this, Mr. Castiglione?

9 MR. CASTIGLIONE: It is May 31, 2017, Your  
10 Honor.

11 BY MR. CASTIGLIONE: (Cont'g.)

12 Q. Dr. Williams, do you recall looking at this email what  
13 it is?

14 A. Yes.

15 Q. Okay. Is this an email from you to Dr. Kamiar Alaei?

16 A. Yes.

17 Q. Okay. Can you explain to me what you were discussing  
18 in this email?

19 A. Yes, we were discussing the appointment for Dr.  
20 Alaei's brother, Arash, which was a similar contract.

21 Q. Okay. And so you were having this conversation or  
22 discussion with Dr. Alaei about language and his appointment  
23 letter about his brother?

24 A. His brother's, yes.

25 Q. Okay. And in this appointment letter you identified -

1 -?

2 THE COURT: And it is your understanding at  
3 least with regards to the brother who was a continual, to  
4 quote the language in the letter if you can remember  
5 continual through your contract. Is that what your  
6 understanding --?

7 THE WITNESS: That's my understanding, yes.

8 THE COURT: May I have the lawyers come up? Off  
9 the record.

10 (Off the record; 15:46:54 to 15:48:21)

11 THE MONITOR: On the record.

12 BY MR. CASTIGLIONE: (Cont'g.)

13 Q. Dr. Williams, you had testified earlier you used to  
14 work with Dr. Alaei, correct?

15 A. Correct.

16 Q. And did you work with him on any research projects  
17 over time?

18 A. Yes.

19 Q. So would you -- did you work with them on any research  
20 projects in 2017 or '18? If you recall?

21 A. I don't recall if I was working on specific projects  
22 at that date.

23 THE COURT: Could you define for me worked  
24 together what does -- on a given project? What does that  
25 mean?

1 THE WITNESS: So there are ongoing research  
2 activities that the center, the institute would do. When  
3 it first started I was actively involved in writing the  
4 grants, helping manage the project. By 2017-18 I know I  
5 was still on the advisory board. I don't know if I was  
6 heavily involved in the design of the projects.

7 THE COURT: Okay, go ahead.

8 MR. CASTIGLIONE: Thank you, Your Honor.

9 BY MR. CASTIGLIONE: (Cont'g.)

10 Q. Oh, you, I'm sorry, I think you just said in 2018 you  
11 were on a board for G.I.H.H.R.?

12 A. Yes.

13 Q. Okay. But otherwise --

14 A. (unintelligible).

15 Q. -- you had worked with Dr. Alaei in the past on other  
16 matters besides G.I.H.H.R.?

17 A. Yes.

18 Q. Okay. What was your opinion of Dr. Alaei's work when  
19 you were working with him?

20 MR. ROTONDI: Objection, Your Honor.

21 THE COURT: Overruled. You may answer the  
22 question.

23 THE WITNESS: I thought it was a very high  
24 quality.

25 BY MR. CASTIGLIONE: (Cont'g.)

1 Q. Okay. Were you aware of any fundraising efforts by  
2 Dr. Alaei while he was working as director of G.I.H.H.R.?

3 A. Yes.

4 Q. Were his fundraising activities of any significance?

5 A. Yes.

6 Q. Can you explain to me what you mean?

7 A. He brought in -- and can I -- if I define fundraising  
8 broadly between the grants and fundraising, he really brought  
9 in substantial amounts of money to the institute.

10 Q. Okay. And did -- do you recall did you help in the  
11 formation of G.I.H.H.R. coming to SUNY Albany?

12 A. I wrote to grant -- I was the principal investigator  
13 in the grant that generated the money that led to what was  
14 called the International Academic Program which then turned  
15 into G.I.H.H.R.

16 Q. Okay. Did there ever come a time where you were made  
17 aware that there was an investigation concerning Dr. Alaei?

18 A. Yes.

19 Q. Do you recall how you became aware?

20 A. My recollection is Kamiar told me.

21 THE COURT: I'm sorry, my recollection is what?

22 THE WITNESS: Kamiar told me.

23 THE COURT: He told you?

24 THE WITNESS: Yeah.

25 THE COURT: The Doctor?

1 BY MR. CASTIGLIONE: (Cont'g.)

2 Q. If I can -- if I can refer you to your deposition  
3 transcript.

4 THE COURT: Was that -- is the answer the Doctor  
5 gave (unintelligible) with the deposition transcript?

6 MR. CASTIGLIONE: I'm just going to raise  
7 something and ask him if it -- maybe it was an additional  
8 --.

9 THE COURT: Refresh his recollection?

10 MR. CASTIGLIONE: Yes.

11 THE COURT: Okay. You can show it to him for  
12 that purpose.

13 BY MR. CASTIGLIONE: (Cont'g.)

14 Q. Your deposition do you want a, I'm sorry, do you want  
15 a copy? No? Your deposition -- if I can first, I'm sorry,  
16 this might help refresh his recollection page -- February 8th  
17 litter -- letter. I'm sorry.

18 THE COURT: Do you recall giving a deposition,  
19 sir?

20 THE WITNESS: Actually, I (unintelligible).

21 THE COURT: But you recall that?

22 THE WITNESS: Yeah.

23 THE COURT: Say it. Say the word.

24 THE WITNESS: Yes.

25 THE COURT: Okay.

1 MR. CASTIGLIONE: No -- yeah, I didn't  
2 (unintelligible). February number eight.

3 THE COURT: Counsel, do you want to ask him a  
4 leading question on that one question?

5 BY MR. CASTIGLIONE: (Cont'g.)

6 Q. I was just going to say do you recall seeing the  
7 alternative assignment letter that was given to Dr. Alaei?

8 A. Yes.

9 Q. Okay. And do you recall at your deposition when being  
10 shown that letter -- can you explain to me what your  
11 understanding was when you first had that understanding about  
12 SUNY Albany investigating, Dr. Alaei?

13 A. Can you rephrase that, please?

14 Q. Sure. I asked you did you ever learn about SUNY  
15 Albany's underlying basis for conducting its investigation  
16 regarding Dr. Alaei in 2018? You said, yes. I said can you  
17 explain to me what your understanding was and when you first  
18 have that understanding? My understanding of the basis of this  
19 letter, referring to the appointment letter, yes.

20 I don't know the exact dates, but I had a conversation  
21 with the Provost, Provost stopped me and mentioned that there  
22 was an investigation going on. And who was the provost? James  
23 Stellar.

24 A. I recall that, yes.

25 Q. Do you recall that?



1 A. I'm not sure which came first.

2 Q. Okay. But at some point you did talk to Dr. Alaei?  
3 Is that what you're --?

4 A. Correct.

5 Q. Do you recall when that was?

6 A. No.

7 Q. Did anyone ever contact you to solicit information  
8 about Dr. Alaei during the investigation?

9 A. No.

10 MR. CASTIGLIONE: Okay. If I can identify --  
11 what was this one? Exhibit K. Exhibit J, Exhibit Twelve.  
12 Your Honor, I'd like to introduce what's been marked as  
13 Plaintiff's Exhibit Twelve, Exhibit C.

14 THE COURT: How would Mr. Rotondi know it?

15 MR. CASTIGLIONE: Yes, Exhibit Twelve is J-Two  
16 or no, J-One. It's an email from Mr. Williams to Provost  
17 Stellar in February 14th, 2018 which contains an email  
18 from an L.M. Pourtaher P-O-U-R-T-A-H-E-R in February 14th,  
19 2018. It was J.

20 MR. ROTONDI: Oh, J-One?

21 MR. CASTIGLIONE: J-One.

22 MR. ROTONDI: Yeah -- yeah, Your Honor, I have  
23 an objection.

24 THE COURT: You -- you do have an objection?

25 MR. ROTONDI: I do.

1 THE COURT: Can I see the document, please?

2 MR. CASTIGLIONE: Sure.

3 THE COURT: All right, let me read it first.

4 Let's go off the record just for a moment.

5 (Off the record; 15:56:46 to 15:57:36)

6 THE MONITOR: On the record.

7 THE COURT: Okay, Mr. Rotondi, there is an  
8 objection, can you state the basis of your objection?

9 MR. ROTONDI: The objection is not to the -- the  
10 top email from K. Williams to Stellar, James. It's from  
11 the L.M. Pourtaher to Williams and it's hearsay and  
12 relevancy.

13 THE COURT: And -- and is it not hearsay, Mr.  
14 Castiglione?

15 MR. CASTIGLIONE: Well, Your Honor, the -- the  
16 email at issue we would say in the first instance was an  
17 adoptive admission by Mr. Williams as his deposition  
18 testimony admits or says he had similar concerns and I can  
19 read it to you when going through that email. If you want  
20 me to I can read it to you, Your Honor.

21 But he -- he basically took that email said I  
22 had concerns about there was a meeting on February 9th,  
23 things were said about my client by SUNY personnel. He  
24 then forwards that student's concerns because he shared  
25 the concerns on to his supervisor.

1 THE COURT: Okay, hold on a second. All right,  
2 well, the gentleman is sitting here, you can examine him  
3 on that. But the point Mr. Rotondi has made is -- is --  
4 is accurate. The -- eighty-five percent of this is right,  
5 it's hearsay and I -- I'm not going to permit that to come  
6 in. I mean you can -- you can ask him about the content  
7 of it since he's here, subject to cross examination. So  
8 the objection is sustained.

9 MR. CASTIGLIONE: Well, Your Honor, we would  
10 also say that's part of a business record. The -- adopted  
11 for admission would be an exception business record,  
12 because Mr. Williams --.

13 THE COURT: Okay, but that's a foundational  
14 issue unrelated to whether or not it contains hearsay. So  
15 the objection is sustained.

16 MR. CASTIGLIONE: But a business record would be  
17 an exception to hearsay.

18 THE COURT: You know, except you have them in  
19 here. And the basis of your argument to rebut the  
20 objection is that it's an adopted position. Well, you can  
21 ask him about it.

22 MR. CASTIGLIONE: Okay. But in order to ask  
23 him, I think he did need to see the email.

24 THE COURT: Well, you know I -- let's go down  
25 the path a step at a time.

1 MR. CASTIGLIONE: Okay.

2 THE COURT: Okay. Do you recall this -- do you  
3 recall having these discussions?

4 MR. CASTIGLIONE: Sure.

5 THE COURT: So not in for now.

6 BY MR. CASTIGLIONE: (Cont'g.)

7 Q. Dr. Williams, do you recall receiving an email from  
8 Harvey Charles, indicating there was going to be a meeting with  
9 G.I.H.H.R. staff and students about a change or transition in  
10 leadership? And I can show you --.

11 A. It does --

12 Q. Well, let me try to --

13 A. -- let me direct it. Are you asking if I received it?

14 Q. If you recall the meeting? And I --?

15 A. Yes, I recall the meeting.

16 Q. You recall the meeting. Did -- are you -- do you  
17 recall students or people who attended that meeting reaching  
18 out to you about what was said at that meeting?

19 A. Yes.

20 Q. Do you recall students raising concerns with you about  
21 how SUNY personnel were treating Dr. Alaei in this manner and  
22 making statements at that meeting?

23 MR. ROTONDI: Objection, Your Honor. That's --  
24 he wasn't at the meeting. So anything he hears you now --  
25 now we're -- it's like double hearsay almost.

1 THE COURT: Well, I'm going to allow it. The  
2 objection is overruled. It -- I'm not necessarily  
3 crediting the content. I'm not permitting it in for the  
4 truthfulness of what is being related to the witness, but  
5 I'm going to allow him to testify as to what he heard.

6 BY MR. CASTIGLIONE: (Cont'g.)

7 Q. Well, did students reach out to you and -- and send  
8 you concerns they had with what was said at that meeting about  
9 Dr. Alaei?

10 A. Yes.

11 Q. And -- and -- and do you recall any of the concerns  
12 that were being raised?

13 A. Yes.

14 Q. Can you explain to me what you recall?

15 MR. ROTONDI: Objection, Your Honor, it's  
16 hearsay.

17 THE COURT: I'm going to permit it, Mr. Rotondi.  
18 Overruled. Go ahead.

19 THE WITNESS: In general they were -- they were  
20 concerned about the removal of Dr. Alaei from the center.  
21 They were concerned about -- I don't know -- and I don't  
22 know if they use the word accusation? They were -- they  
23 were concerned about the actions taking against Dr. Alaei  
24 without allowing him to have input. That was sort of the  
25 gist of what I recall.

1 BY MR. CASTIGLIONE: (Cont'g.)

2 Q. Would you say you refresh your recollection is in that  
3 right now as you sit there, you don't have a recollection of  
4 exactly what was in those emails and what was raised?

5 A. I have a general recollection, yes.

6 THE COURT: Is it -- is it fair to say is your  
7 testimony going to fairly summarized to say the  
8 expressions of support for the doctor was they believed  
9 he'd been treated unfairly?

10 THE WITNESS: Correct.

11 BY MR. CASTIGLIONE: (Cont'g.)

12 Q. Was there statements made by students about SUNY  
13 Albany making accusations vague or implicitly at that meeting  
14 concerning Dr. Alaei and what SUNY assumed had been done?

15 MR. ROTONDI: Objection.

16 THE COURT: You know what, Counsel, I -- I -- I  
17 think you've gotten from this witness what you need to, as  
18 far as -- I'll sustain that objection.

19 BY MR. CASTIGLIONE: (Cont'g.)

20 Q. Well, let me ask, do you recall any students raising  
21 concerns about racial discrimination?

22 MR. ROTONDI: Objection --

23 THE WITNESS: Yes.

24 MR. ROTONDI: -- relevance.

25 MR. CASTIGLIONE: Your Honor --

1 MR. ROTONDI: And hearsay.

2 MR. CASTIGLIONE: -- there's a wrongful  
3 termination --.

4 THE COURT: Let me -- let me hear that.  
5 Counsel, go ahead.

6 MR. CASTIGLIONE: My -- my point or the --?

7 THE COURT: Yours, if you want to, you were  
8 going to --.

9 MR. CASTIGLIONE: The -- the claim goes to  
10 wrongful termination that there was wrongful motivation  
11 here for terminating my client. And if students who  
12 attended this meeting --

13 THE COURT: All right, I --

14 MR. CASTIGLIONE: -- and this is --

15 THE COURT: -- I don't believe, correct me if  
16 I'm wrong. Correct me if I'm wrong. I don't believe  
17 there's anything in the pleading that either states that  
18 or intimates that's racial animus. Is that correct?

19 MR. CASTIGLIONE: No, there's discrimination and  
20 wrongful termination basis that violates federal and  
21 constitutional rights.

22 THE COURT: The objection is sustained. Next  
23 question.

24 MR. CASTIGLIONE: Your Honor, we would say those  
25 -- that goes to the defamation component that statements

1           were made by SUNY.

2                   THE COURT:   You know we can -- it -- that's all  
3           well and good, Counsel, but if it had been pled, it might  
4           have been a different ruling. But the objection is  
5           sustained.

6                   MR. CASTIGLIONE:   Well, Your Honor, I think it  
7           is pled that it was --

8                   THE COURT:   Well, I --

9                   MR. CASTIGLIONE:   -- discriminatory  
10          determination.

11                   THE COURT:   -- to the -- to your point, the --  
12          the language in the pleading quoted is -- is vague. Next  
13          question.

14          BY MR. CASTIGLIONE:   (Cont'g.)

15          Q.   Do you recall receiving any of these concerns from  
16          students about statements made by SUNY by email? I'll  
17          rephrase.

18          A.   Yeah, I'm not sure what you're asking.

19          Q.   Sure. Do you recall receiving -- do you recall  
20          receiving concerns from students by email?

21                   THE COURT:   Counsel, I'm going to ask you to  
22          move on. Now, I didn't hear a word out of the doctor  
23          during, you know, several hours of testimony that his --  
24          his thought that he was being discriminated against --  
25          against X, Y, or Z reasons. And without personal



1 knowledge from this witness we'd only be recounting what  
2 others who are not in this courtroom, were not going to be  
3 called in this courtroom have concerns it -- it -- it's  
4 not an appropriate line of questioning with all due  
5 respect. Next question.

6 MR. CASTIGLIONE: Well, Your Honor, we -- I  
7 mean, I disagree. I understand we would say this is a  
8 business record subject to hearsay exception, we'll just  
9 note our objection for the record. Thank you.

10 BY MR. CASTIGLIONE: (Cont'g.)

11 Q. Any -- any concerns you received from students did --  
12 what did you do with those concerns?

13 A. I believe at that time, I went to my boss Provost  
14 Stellar and expressed -- well, told him that I had been  
15 receiving these messages and then expressed my concern and  
16 asked for clarification or insight.

17 Q. Do you know if -- you said your boss, you mean Provost  
18 Stellar?

19 A. Correct.

20 Q. Do you know if he did anything in response to issues  
21 you were raising?

22 A. Don't remember exactly, but to the effect of thank you  
23 for your email.

24 Q. Okay.

25 THE COURT: The ubiquitous thank you for your

1 email. It says nothing.

2 THE WITNESS: You got it.

3 BY MR. CASTIGLIONE: (Cont'g.)

4 Q. Dr. Williams, if you -- in your position as Vice  
5 Provost and otherwise is it normal when you receive any types  
6 of concerns from students that you -- you pass them along to  
7 your boss?

8 A. Yes, unless I can deal with them specifically myself.

9 Q. So if there's something you can't address you pass it  
10 along?

11 A. Correct.

12 Q. Okay. Do you recall receiving an email from Harvey  
13 Charles -- actually strike that. I'm going to go right --  
14 let's see here. Fifteen.

15 THE COURT: Go off the record just for a quick  
16 minute and have counsel come up.

17 THE MONITOR: Off --.

18 (Off the record; 16:07:38 to 16:09:59)

19 THE MONITOR: On the record.

20 BY MR. CASTIGLIONE: (Cont'g.)

21 Q. I'm referring to you Claimant's Exhibit Fifteen  
22 (unintelligible).

23 THE COURT: It is in evidence.

24 MR. CASTIGLIONE: It is in evidence?

25 THE COURT: It is.

1 BY MR. CASTIGLIONE: (Cont'g.)

2 Q. I'm showing you what's been identified as Claimant's  
3 Exhibit Fifteen. This is an email from (unintelligible) to  
4 Harvey Charles dated February 9th, 2018. It's there so you can  
5 see (unintelligible) your email address. Were you a recipient?

6 A. Yes.

7 Q. Okay. You were on the board of directors of  
8 G.I.H.H.R. in February 2018?

9 A. I believe I still was, yes.

10 Q. Okay. In this letter, Dr. Charles says I'm writing to  
11 inform you that effective today (unintelligible) G.I.H.H.R. Do  
12 you recall did Dr. Charles or anybody else confer with you as a  
13 board of director person about removing Dr. Alaei or as -- as  
14 appointing new term directors?

15 A. They do not.

16 Q. No? You're familiar with the process for SUNY Albany  
17 or the University of Albany to non-renew employees?

18 THE COURT: Or faculty shall we say?

19 BY MR. CASTIGLIONE: (Cont'g.)

20 Q. Or faculty? I'm sorry.

21 A. Yes.

22 Q. Okay. Generally speaking, does non-renewal -- can you  
23 explain to me what the non-renewal process for faculty  
24 involves? Or do you --

25 THE COURT: This would -- this would be for --

1 MR. CASTIGLIONE: (unintelligible) faculty.

2 THE COURT: -- untenured -- for untenured  
3 people?

4 THE WITNESS: Well, there's --.

5 THE COURT: (unintelligible).

6 MR. CASTIGLIONE: When -- yeah, I'll -- I'll  
7 explain.

8 THE COURT: Thank you.

9 BY MR. CASTIGLIONE: (Cont'g.)

10 Q. For people without tenure of faculty positions for  
11 non-renewal is it generally there's an annual performance  
12 reviewed -- annual performance reviews for employees that are  
13 measured against their work plan as part of the non-renewal  
14 process?

15 A. Yes.

16 Q. Okay. And unfavorable reviews can result in a non-  
17 renewal of a contract?

18 A. Yes.

19 Q. Okay. Do you generally -- does the non-renewal  
20 process generally work through human resources?

21 A. Yes.

22 Q. Okay. Is it generally involving notice of  
23 unsatisfactory performance?

24 A. For performance reasons, yes.

25 Q. Okay. Generally, who's the responsibility for

1 initiating the non-renewal process?

2 A. To the supervisor.

3 Q. Okay. After the supervisor initiates the non-renewal  
4 process, what would happen next generally?

5 A. Well, I guess I'm not exactly sure because I've never  
6 had a non-renewal faculty member. But it -- it would -- no --.

7 THE COURT: Sorry?

8 THE WITNESS: I'm -- I was lucky.

9 THE COURT: I'm sorry.

10 THE WITNESS: I've been lucky.

11 THE COURT: Okay, so you're -- you're not  
12 recalling an instance where a member was non-renewed?

13 BY MR. CASTIGLIONE: (Cont'g.)

14 Q. Are you saying you never personally had to non-renew?

15 A. Yes, that's what I'm saying, I --

16 Q. Somebody --

17 A. -- I personally never have.

18 Q. -- underneath you that you were supervising you've  
19 never had to non-renew?

20 A. Yes.

21 Q. But you're familiar with the --

22 A. Yes.

23 Q. -- non-renewal process generally?

24 A. Correct.

25 Q. Okay. Does it generally go from the supervisor to the

1 Provost?

2 A. It depends. So if it's a faculty member in a  
3 department, it would go to the dean then to the Provost.

4 Q. Okay. Have you ever experienced a situation while you  
5 were with Albany at the Provost's Office where somebody asked a  
6 supervisor to make a -- a recommendation of non-approval?

7 A. No.

8 Q. Have you ever experienced a situation where somebody  
9 had asked the supervisor to make a recommendation of non-  
10 approval and that supervisors said they were not comfortable  
11 making that recommendation?

12 A. No.

13 Q. Are you aware -- how long have you worked with the  
14 Provost? Strike that. I'm sorry. Before the new Provost came  
15 in, how long have -- had you been working with Provost James  
16 Stellar?

17 THE COURT: I -- I don't --

18 THE WITNESS: Four -- four years.

19 THE COURT: -- hold on. I don't understand the  
20 question. Could you rephrase it?

21 MR. CASTIGLIONE: Sure.

22 BY MR. CASTIGLIONE: (Cont'g.)

23 Q. There's a new provost, correct?

24 A. There's been a couple since Provost Stellar.

25 Q. Do you know when Provost Stellar left his position?

1 A. 2000 and -- end of 2018.

2 Q. Okay. And had you -- how long had you worked with  
3 Provost Stellar before 2018?

4 A. At least four years.

5 Q. Okay. During that time, are you aware of him  
6 requesting that a supervisor pursue non-renewal even though the  
7 supervisor had not made a recommendation to non-renew?

8 A. I'm not aware of that, no.

9 Q. Okay. Do you recall Dr. Alaei approaching you in  
10 January 2018 about seeking deanship with your college?

11 A. Yes.

12 Q. Do you recall having conversations with him at about  
13 that time about his pursuits of that endeavor?

14 A. Yes.

15 Q. Do you recall if Dr. Alaei had told you he had been  
16 identified as a finalist for the deanship for your college?

17 A. It's -- I know he advanced and I don't know if he's a  
18 finalist. I don't recall.

19 Q. Okay. If I can refer you to your deposition  
20 transcript page thirty-six to thirty-seven. I asked, so I  
21 would like to ask you were you aware of whether he, Dr. Alaei  
22 was selected as a finalist for a senior administrative position  
23 like dean of your college around the time the investigation  
24 started? You said oh -- yeah, actually that does sound  
25 familiar now, yes. It might have been them contacting him.

1 Does that sound familiar?

2 A. Yes.

3 Q. Okay.

4 MR. CASTIGLIONE: Thank you, Your Honor. No  
5 more questions.

6 THE COURT: When was the deposition letter, the  
7 date?

8 MR. CASTIGLIONE: January 13th, 2021.

9 THE COURT: Thanks. Cross examination, sir?

10 MR. ROTONDI: Just briefly, Your Honor. Can I  
11 stay seated?

12 THE COURT: You may.

13 MR. ROTONDI: Thank you.

14 THE COURT: You're welcome.

15 CROSS EXAMINATION BY MR. ROTONDI:

16 Q. You didn't take part in the non-renewal process for --  
17 for the doctor, did you?

18 A. No, I did not.

19 Q. And that's not something you typically do in -- in  
20 your -- as part of your job responsibilities, correct?

21 A. I would not be -- correct, I would not be involved in  
22 non-renewal of someone who didn't report to me.

23 Q. Okay. And you have no idea in terms of non-renewals  
24 where they start whether at the supervisor level or above for --  
25 - for other departments?



1 A. No.

2 Q. For instance the History Department, correct? You  
3 don't -- you don't know if there's been any instance where a  
4 dean, a Provost or the President has recommended non-renewal,  
5 correct?

6 A. Could you rephrase that?

7 Q. Sure. Sorry, bad question. You're familiar with non-  
8 renewals for your unit, correct?

9 A. Yes, as --

10 Q. And -- and --

11 A. -- well as the university.

12 Q. I'm sorry?

13 A. As well as the university.

14 Q. Well, you don't do non-renewals for the History  
15 Department, do you?

16 A. I do not do them I may be aware of them.

17 Q. You don't work on non-renewals for the math  
18 department?

19 A. I do not work on them.

20 Q. Okay. And you didn't work on this one --

21 A. No.

22 Q. -- Doctors? Okay. And in fact, you -- you've only  
23 been involved with one non-renewal for your unit?

24 A. Correct.

25 Q. Okay.

1 MR. ROTONDI: That's all I have.

2 THE COURT: Well --.

3 MR. CASTIGLIONE: Just a quick response.

4 RE-DIRECT EXAMINATION BY MR. CASTIGLIONE:

5 (Cont'g.)

6 Q. Dr. Alaei -- Dr. Alaei, I'm sorry, in 2018 he was  
7 under the supervision of the Provost of your office. Is that  
8 correct?

9 A. I believe he reported to Dr. Charles.

10 Q. And was -- did Dr. Charles report to Provost Stellar  
11 at the time?

12 A. Yes.

13 Q. Okay.

14 MR. CASTIGLIONE: Thank you.

15 THE COURT: Anything further?

16 MR. ROTONDI: No, Your Honor.

17 THE COURT: Okay. Thank you, Doctor. You can  
18 put your mask on right now. Thank you. And you can then  
19 throw out the face shield right next to you. And I thank  
20 you for your time. And do either of the lawyers need to  
21 speak to the witness before I send him on his way, anyone?

22 MR. CASTIGLIONE: No thank you.

23 THE COURT: You folks?

24 MR. ROTONDI: No, Your Honor.

25 THE COURT: Thank you, you're free to go, sir.

1 THE WITNESS: Thank you.

2 THE COURT: (unintelligible) that will conclude  
3 the production of witnesses today, correct, Mr.  
4 Castiglione?

5 MR. CASTIGLIONE: Yes, Your Honor.

6 THE COURT: All right. So in terms of  
7 housekeeping overnight -- well, first of all, no one  
8 leaves the Courtroom without having the exhibits in the  
9 possession of Mr. Graziano -- Graziano, excuse me. So all  
10 of the admitted -- all of the marked exhibits should be  
11 with Joe Graziano.

12 If any of you want to leave any of your  
13 materials here, you may. If you're obligated to, but if  
14 there's access stuff you don't want to be (unintelligible)  
15 around overnight leave it in the Courtroom, the Courtroom  
16 will be locked.

17 Overnight I want everybody to work for first  
18 thing tomorrow permitting, because Mr. Rotondi is being  
19 provided with cross reference keys I'm referring to it be  
20 in a position to say Judge I'm going to (unintelligible)  
21 all of these exhibits I'm unwilling to stipulate with each  
22 other.

23 So whatever homework needs to be done in that  
24 regard let's please do it overnight. I'm going to ask you  
25 folks to report to the Courtroom at nine-fifteen a.m.

1 sharp, with an eye for me taking the bench at nine-thirty  
2 a.m. sharp. So if you -- if you -- if you want to come a  
3 few minutes earlier I think we'll have the Courtroom open  
4 by nine. Is that -- is that doable, Joe?

5 THE MONITOR: Yes.

6 THE COURT: If you want to come a little bit  
7 earlier that's fine, but my goal is to be on the bench at  
8 nine-thirty. If you want to come at nine-ten, nine-  
9 fifteen, please do. Any housekeeping matters in this  
10 testimony that we have to talk about?

11 MR. CASTIGLIONE: No, Your Honor.

12 THE COURT: And Mr. Rotondi?

13 MR. ROTONDI: No, Your Honor.

14 THE COURT: You said that with some reservation?

15 MR. ROTONDI: No, it was just -- we can do it  
16 off the record.

17 THE COURT: Okay. What else? Okay, that's it  
18 for right now. Off the record.


19 (The trial adjourned at 4:21 p.m.)  
20  
21  
22  
23  
24  
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CERTIFICATION

I, Hannah Allen, certify that the foregoing transcript of proceedings in the State of New York, Court of Claims, Kamiar Alaei v SONY, Claim #132554, was prepared using digital transcription equipment and is a true and accurate record of the proceedings to the best of our skill and ability.

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1 NEW YORK STATE

2 COURT OF CLAIMS

X CLAIM NO.: 132554

3 KAMIAR ALAEI,  
Claimant

4 VS

5 STATE OF NEW YORK,  
Defendant

X

6 DATE: June 7, 2022 at 9:35 a.m.  
7 Trial - Day 2

8 LOCATION: Capitol Station, Courtroom 1  
Albany, New York 12224

9  
10 BEFORE: HONORABLE FRANK P. MILANO

11 APPEARANCES: JOSEPH F. CASTIGLIONE, ESQ.  
JESSE SOMMER, ESQ.  
12 YOUNG/SOMMER, L.L.C.  
- For the Claimant

13 ANTHONY ROTONDI, A.A.G.  
14 AMANDA MALESZWESKI (Counsel SUNY Albany)  
OFFICE OF THE ATTORNEY GENERAL  
15 - For the Defendant

16  
17  
18  
19 OFFICIAL COURT COPY

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| 20 | Five - Agreement b/t the United University            | 6 |
|    | Professions and the SONY 07/02/2011-07/01/2016        |   |
| 21 | Six - SUNY Policies of the Board of Trustees          | 6 |
|    | dated April 2017                                      |   |
| 22 | Seven - Certified documents from NYSUT in             | 6 |
|    | response to subpoena w/ cover letter dated 04/19/2022 |   |
| 23 | Eight - from SUNY to Alaei regarding                  | 6 |
|    | Alternate Assignment 02/08/2018                       |   |
| 24 | Nine - from Selchick to SUNYA personnel               | 6 |
|    | 02/08/2018  |   |
| 25 | Ten - Chain of emails between SUNYA                   | 6 |

|    |  |    |
|----|--|----|
| 1  | personnel 02/08/2018                         |    |
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| 2  | Twelve - EMAIL 2-14-18                       |    |
|    | Thirteen - EMAIL 2-15-18                     |    |
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| 4  | Sixteen - EMAIL 7/2/19                       |    |
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| 5  | Eighteen - EMAIL 2/9/18                      | 6  |
|    | Nineteen - EMAIL 2/14/18                     | 6  |
| 6  | Twenty - EMAIL 2/22/18                       | 6  |
|    | Twenty-one - EMAIL 2/13/18                   | 6  |
| 7  | Twenty-two - EMAIL 2/8/18                    | 6  |
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| 23 | Fifty-three - EMAIL 3/8/18                   | 6  |
|    | Fifty-four - APPOINTMENT RENEWAL 5/1/18      | 6  |
| 24 | Fifty-five - EMAIL 3/1/18                    | 6  |
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 9 A - MEMO 5/23/18 (3) PAGES  
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 10 C - LETTER 5/20/14 (1) PAGE  
 D - LETTER 2/5/15 (1) PAGE  
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 F - LETTER 10/20/15 - 1 PAGE  
 12 G - 4/6/17 1 PAGE  
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1 (The trial commenced at 9:35 a.m.)

2 THE COURT: Good morning, everyone. It is  
3 Tuesday, June 7th, 2022. I'm Judge Frank P. Milano  
4 sitting in Albany, New York to resume the trial of Dr.  
5 Kamiar Alaei versus State University of New York et al.  
6 It's claim number one three two five five four.

7 Yesterday, we heard from the Claimant, Dr. Alaei  
8 and from one witness, Dr. Williams. And this is the  
9 resumption of the trial. Could we have appearances made  
10 today for the Claimant, please?

11 MR. CASTIGLIONE: Joseph Castiglione with Young  
12 Sommer, Your Honor, as well as Jesse Sommer from Young  
13 Sommer and Dr. Alaei.

14 THE COURT: Dr. Alaei is present. And for the  
15 Defendant, please?

16 MR. ROTONDI: Anthony Rotondi, Assistant  
17 Attorney General.

18 THE COURT: Very well. Welcome, Mr. Rotondi and  
19 Ms. Amanda. Again, we're under, I believe,  
20 notwithstanding the fact that I think I read in the  
21 newspaper last night that the office, Governor's Office of  
22 Employee Relations has indicated that state agency  
23 employees are no longer under a mask mandate.

24 I don't know that I've yet heard from the  
25 appropriate authorities at the Office of Court

1 Administration. And as far as I know, we're still under a  
2 mask mandate for courtroom proceedings. So we are all  
3 appropriately masked and socially distanced. Thank you.

4 The last, one of the last items we were  
5 addressing yesterday was a ... that had been previously  
6 marked as Claimant's exhibits and provided to Mr. Rotunda  
7 with the numerically marked Claimant's exhibits in the  
8 court of claims.

9 So is -- who can speak to what can now be easily  
10 stipulated into evidence regarding the marked court  
11 exhibits. Can you, Mr. Rotondi?

12 MR. ROTONDI: Yes, I can, Your Honor.

13 THE COURT: Please do.

14 MR. ROTONDI: The Defendant stipulating to  
15 exhibits -- Claimant's Exhibits One through Eleven,  
16 Fourteen, Fifteen, Seventeen, Eighteen through Twenty-  
17 three, Twenty-eight, Twenty-nine, Thirty-one through  
18 Thirty-seven, Thirty-nine through Fifty-seven, Fifty-nine,  
19 Sixty-one, Sixty-two, Sixty-three, Sixty-five, Sixty-six.

20 THE COURT: Okay. Let me repeat that and you  
21 can use this as a double-check. Mr. Rotondi has indicated  
22 that the Defendant is stipulating into evidence upon  
23 agreement with the Claimant, Claimant's Exhibits One  
24 through Eleven, Fourteen, Fifteen, Seventeen, Eighteen  
25 through Twenty-three, Twenty-eight, Twenty-nine, Thirty-

1 one through Thirty-seven.

2 Thirty-nine through Fifty-seven, Fifty-nine,  
3 Sixty-one, -two and -three, Sixty-five and Sixty-six. Is  
4 that it, Mr. Rotondi?

5 MR. ROTONDI: Yes, Your Honor.

6 THE COURT: Excellent. Thank you. Any other  
7 housekeeping, Mr. Castiglione, we need to do before we  
8 call your next witness.

9 MR. CASTIGLIONE: No, Your Honor.

10 THE COURT: Mr. Rotondi?

11 MR. ROTONDI: No, Your Honor.

12 THE COURT: All right. Can I have your next  
13 witness, Mr. Castiglione, please?

14 MR. CASTIGLIONE: The Claimant calls Dr. Harvey  
15 Charles.

16 THE COURT: All right. Can we have Dr. Charles?

17 UNIDENTIFIED SPEAKER: May I bring him in?

18 THE COURT: Please do. Harvey is the first  
19 name? Mr. Castiglione, you said it's Harvey Charles?

20 MR. CASTIGLIONE: Harvey Charles. Yes.

21 THE COURT: Okay. Very well. Thank you. Dr.  
22 Charles, please come up to the witness stand and remain  
23 standing. Before you remove your mask, could you please  
24 put on one of the shields --

25 MR. CHARLES: Okay.



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8

1 THE COURT: Over your -- over your face?

2 MR. CHARLES: Yeah.

3 THE COURT: Do that first. Now if you wish, and  
4 I guess it would be easier to hear you if you can remove  
5 your mask. Thank you. You're going to be sworn now, sir,  
6 so remain standing.

7 THE MONITOR: Raise your right hand. Do you  
8 solemnly swear the testimony you're about to give is the  
9 truth, the whole truth, nothing but the truth, so help you  
10 God?

11 MR. CHARLES: Yes.

12 WITNESS; HARVEY CHARLES; Sworn

13 THE MONITOR: Be seated. State and spell your  
14 name for the record.

15 THE COURT: Dr. Charles, please keep your voice  
16 up. That doesn't amplify your voice, it just records your  
17 voice.

18 THE WITNESS: Sure.

19 THE COURT: So speak up. Your full name, spell  
20 it, please?

21 THE WITNESS: Harvey Charles, H-A-R-V-E-Y C-H-A-  
22 R-L-E-S.

23 THE COURT: Great. Little pedigree for me. Is  
24 that all right?

25 MR. CASTIGLIONE: Yes, Your Honor.

1 THE COURT: Dr. Charles, where're you currently  
2 employed?

3 THE WITNESS: At the University of Albany.

4 THE COURT: SUNY Albany?

5 THE WITNESS: Yeah.

6 THE COURT: And what position?

7 THE WITNESS: I am Professor of International  
8 Education, School of Education.

9 THE COURT: Okay. And how long have you had  
10 that post?

11 THE WITNESS: I have been in that position since  
12 January of 2020.

13 THE COURT: So 2020?

14 THE WITNESS: Yes.

15 THE COURT: And what was your -- were you  
16 employed by SUNY Albany in the years between 2014 and  
17 2018?

18 THE WITNESS: No. My employment began in 2015.

19 THE COURT: In 2015?

20 THE WITNESS: Yes.

21 THE COURT: And when you began your employment  
22 in 2015, what was your position?

23 THE WITNESS: I was dean and vice provost for  
24 International Educational Global Strategy.

25 THE COURT: Okay. And you remain in that

1 position until 2020?

2 THE WITNESS: Until -- yes, December 31st, 2019,  
3 January 1st, 2020, yes.

4 THE COURT: And in that position, what were your  
5 duties?

6 THE WITNESS: I was responsible for providing  
7 leadership on international education matters for the  
8 entire campus.

9 THE COURT: Bless you. Go ahead.

10 THE WITNESS: Working with faculty to support  
11 the efforts to international -- internationalized teaching  
12 and research, providing services to international students  
13 and education-abroad students, and practically anything  
14 that involved international education matters for the  
15 campus.

16 THE COURT: Of SUNY Albany?

17 THE WITNESS: Yes.

18 THE COURT: Thank you.

19 MR. CASTIGLIONE: Thank you, Your Honor. Your  
20 Honor, do you mind if I stay seated while I question?

21 THE COURT: No, that's fine.

22 MR. CASTIGLIONE: Thank you.

23 DIRECT EXAMINATION BY MR. CASTIGLIONE:

24 Q. Good morning, Dr. Charles.

25 A. Morning.

1 Q. The Judge just went through some preliminary issues  
2 with you, so I'll hop to it. Do you know Dr. Kamiar Alaei?

3 A. Yes, I do.

4 Q. Okay. And did you work with Dr. Alaei in 2018?

5 A. Yes, I did.

6 Q. Okay. Can you explain to me your work relationship  
7 with Dr. Alaei in 2018 in terms of your position as dean for  
8 International Education and Vice Provost?

9 A. Sure. Dr. Alaei was the director of the Global  
10 Institute for Health and Human Rights, G.I.H.H.R. And I can't  
11 remember exactly when, but we had an agreement that his  
12 Institute would report directly to me. And so it is within  
13 that context that I worked closely with him.

14 Q. Okay. And so you oversaw Dr. Alaei's work for  
15 G.I.H.H.R. and his efforts?

16 A. Yes.

17 Q. Okay. Dr. Alaei was also an associate dean at that  
18 time. Is that correct? If you recall.

19 A. I can't recall exactly his title, but I believe that  
20 that had to do with his involvement with the Rockefeller  
21 College.

22 Q. Okay.

23 A. Yeah.

24 Q. Working with Dr. Alaei, overseeing the work of  
25 G.I.H.H.R. Did you have any opinion of the quality of Dr.

1 Alaei's work?

2 A. Yes. Yes.

3 Q. Can you explain to me what your opinion was?

4 A. Sure. I believe that he did outstanding work in  
5 leading the Institute and procuring grants and in pursuing the  
6 mission of G.I.H.H.R.

7 Q. Okay.

8 THE COURT: Would you work with him on a daily  
9 basis?

10 THE WITNESS: When you say work, if you mean --.

11 THE COURT: Communicate with him, sir.

12 THE WITNESS: I -- I wouldn't say on a daily  
13 basis, but when G.I.H.H.R. moved over to the suite of  
14 offices adjacent to mine, I would see him from time to  
15 time. We would not necessarily have conversations on a  
16 daily basis, but you know.

17 THE COURT: Would you have periodically  
18 scheduled interaction with him?

19 THE WITNESS: Yes, at least once a month.

20 THE COURT: Okay. Go ahead, Counsel.

21 BY MR. CASTIGLIONE: (Cont'g.)

22 Q. Did you ever give any evaluations for Dr. Alaei's  
23 work?

24 A. I believe I provided an evaluation after his first-  
25 year reporting to me.

1 Q. And do you recall what the nature of that evaluation  
2 was?

3 A. Yes. It was very good.

4 Q. Okay. If I could show you what's been introduced as  
5 Exhibit Thirty-six.

6 THE COURT: Just an interjection. Mr. Rotondi,  
7 when you recited the stipulated -- I'm just verifying what  
8 I believe to be true. The stipulated exhibits, we covered  
9 some of the grounds of the exhibits that were admitted  
10 yesterday, correct?

11 MR. ROTONDI: Yes. Yes, we did.

12 THE COURT: Okay. Mr. Castiglione.

13 MR. CASTIGLIONE: Thank you, Your Honor. Okay.  
14 Sorry, I'm just looking at the new exhibits here.

15 BY MR. CASTIGLIONE: (Cont'g.)

16 Q. So Dr. Charles, just so you're aware. I'll be  
17 showing you a document that will appear on your screen, so  
18 we're not handing papers back and forth. I'm showing you  
19 what's been marked as Claimant's Exhibit Thirty-six and a  
20 portion of it, which is a letter dated --.

21 THE COURT: Excuse me, Counsel, take the mic  
22 with you?

23 MR. CASTIGLIONE: Apologies, sir.

24 BY MR. CASTIGLIONE: (Cont'g.)

25 Q. A portion of it, which is a letter dated May 8th,

1 2018 from Dr. Alaei to -- as you can see here, to William  
2 Hedberg. Do you know who William Hedberg was at the time in  
3 2018?

4 A. Yes.

5 Q. Can you tell me what position he held?

6 A. I believe that he was the Senior Vice Provost for  
7 Academic Affairs reporting to the provost.

8 Q. Okay. In this letter, and I'm identifying with my  
9 pen along these dots. Are you aware of those being activities  
10 by Dr. Alaei while at SUNY Albany?

11 THE COURT: He's (unintelligible) purport to be  
12 with Dr. Alaei indicated he had accomplished learning  
13 standards.

14 THE WITNESS: I -- I believe that yes, for the  
15 most part to be in -- many of these things occurred prior  
16 to his reporting directly to me, but that is consistent  
17 with what I have known, what I had known about his  
18 involvement with G.I.H.H.R., yes.

19 BY MR. CASTIGLIONE: (Cont'g.)

20 Q. Okay. And if I could also refer you to the next  
21 page, which discusses fundraising of three million nine hundred  
22 sixteen thousand dollars and change. Were you aware of that  
23 fundraising activity by Dr. Alaei?

24 A. I know that he was involved in fundraising. I know  
25 that he was very successful in fundraising, but I -- I can't

1 vouch to the precise amount.

2 Q. Sure. Did you -- would you identify Dr. Alaei's  
3 efforts including the fundraising is quite meaningful in terms  
4 of his employment with SUNY?

5 A. Yes.

6 Q. Okay. Are you aware that there came a time -- or  
7 strike that.

8 Are you aware of whether there came a time when Dr. Alaei  
9 was put on alternative assignment in February 2018?

10 A. Yes.

11 Q. Okay. And do you recall the day of Dr. Alaei being  
12 put on alternative assignment, Dr. Alaei coming to see you  
13 first?

14 A. Yes, I believe that he came to see me that morning,  
15 yes.

16 Q. And do you recall of your interaction with Dr. Alaei  
17 that morning?

18 A. Anything specifically about the interaction?

19 Q. Sure. What did Dr. Alaei say to you?

20 THE COURT: In sum and substance.

21 MR. CASTIGLIONE: Yes.

22 THE WITNESS: Well, he seemed confused as to why  
23 he was put on alternate assignment. And he wanted to know  
24 from me what precipitated that decision.

25 THE COURT: Specifically, what? He wanted to



1 know what?

2 THE WITNESS: He wanted to know what  
3 precipitated the decision for his being put on alternate  
4 assignment.

5 THE COURT: Okay. Thank you.

6 THE WITNESS: Yeah.

7 BY MR. CASTIGLIONE: (Cont'g.)

8 Q. I'm showing you what's been introduced in evidence as  
9 Claimant's Fifty-three. You can take a look at the top email.  
10 It's an email from you to Randy Stark in February 2018.

11 A. Could you repeat the question? I guess, I was busy  
12 reading.

13 Q. Sure. Does that -- does that give you a -- does that  
14 refresh your recollection about your interactions with Dr.  
15 Alaei the morning of?

16 A. Yes.

17 Q. And your characterization he was nervous and worried?

18 A. Yes.

19 Q. Okay. Did you ever learn -- strike that.

20 During 2018 between February and August, did you ever  
21 learn the underlying basis for SUNY's investigation concerning  
22 Dr. Alaei? In other words, during that time, did anybody tell  
23 you the basis of the investigation while he was on alternative  
24 assignment?

25 A. I think the only thing I -- I was -- I was told was

1 that the investigation had to do with allegations made about  
2 his conduct with some of the interns at the conference. And  
3 that's pretty much all I was told.

4 Q. Okay. Do you recall the specifics about what the  
5 alleged conduct was that you were told?

6 A. I don't -- the one word that comes to my mind, the  
7 one adjective is inappropriate, but -- but no.

8 Q. Do you recall who told you that?

9 A. I believe that that came out in one of the earlier  
10 meetings that the provost called when this issue came to a  
11 head.

12 Q. Okay. If I could show you --.

13 THE COURT: And you said you testified regarding  
14 contact with interns at the conference. What conference?

15 THE WITNESS: There was a conference in -- in  
16 Beirut or at the University of Beirut.

17 THE COURT: Okay. That's fine.

18 THE WITNESS: Yeah.

19 BY MR. CASTIGLIONE: (Cont'g.)

20 Q. Showing you what's been previously introduced as  
21 Claimant's Exhibit Eight. You can take a look at this letter.

22 THE COURT: And can you show the doctor who the  
23 letter is from?

24 MR. CASTIGLIONE: Sure.

25 THE COURT: Okay. You got that, Doctor?

1 THE WITNESS: Yes.

2 THE COURT: You're CC'd as you said?

3 THE WITNESS: Yes.

4 THE COURT: Go ahead, Mr. Castiglione.

5 MR. CASTIGLIONE: Thank you, Your Honor.

6 BY MR. CASTIGLIONE: (Cont'g.)

7 Q. This letter refers to a disciplinary investigation  
8 being conducted by Human Resources. Did you participate in any  
9 manner in undertaking that investigation?

10 A. I did not.

11 Q. Okay. Did -- did anybody ever contact you to ask you  
12 information as part of that investigation about what knowledge  
13 you might have had about Dr. Alaei or G.I.H.H.R. or structure  
14 or funding?

15 A. With reference to the allegations made against him,  
16 you mean?

17 Q. Yes.

18 A. No, not that I recall.

19 Q. So people conducting the investigation never  
20 contacted you to ask you information?

21 A. No.

22 Q. Okay. Do you recall immediately after -- a short  
23 time after Dr. Alaei was put on alternative assignment that  
24 UAlbany had blocked his email access?

25 A. I believe I was made aware of that when I was told

1 that this would happen.

2 Q. And you -- you didn't have any involvement in that  
3 decision?

4 A. I did not.

5 Q. Okay. Do you recall -- if I can refer you to Exhibit  
6 Twenty-two. I'm showing you Claimant's Exhibit Twenty-two  
7 specifically an email from Karl Rethemeyer to James Stellar in  
8 you're CC'd on here.

9 A. Uh-huh.

10 Q. Dated February 8th, 2018.

11 A. Uh-huh.

12 Q. It says, we will also need to change all references  
13 to K.A. Do you recall SUNY removing Dr. Alaei's references as  
14 director and other information from the G.I.H.H.R. website?

15 A. What I recall is that it was discussed that that may  
16 happen. I was not involved in doing the actual removal, but --  
17 .

18 Q. Okay.

19 THE COURT: But were you aware that it happened?

20 THE WITNESS: I -- I don't recall going back to  
21 the website to check. But, you know, since I was very  
22 tangential to all of these decisions, you know, it was  
23 neither here nor there for me.

24 THE COURT: Okay.

25 MR. CASTIGLIONE: Okay.

1 BY MR. CASTIGLIONE: (Cont'g.)

2 Q. I'd like to talk to you about non-renew of Dr. Alaei.  
3 Are you aware that there came a time when Dr. Alaei -- efforts  
4 had started by SUNY Albany to non-renew his term appointment?

5 A. I believe I heard something to that effect, yes.

6 Q. Okay. If I can refer you to Exhibit Thirty-two. I'm  
7 showing you what's been marked in evidence as Claimant's  
8 Exhibit Thirty-two, a letter dated April 27th, 2018 purportedly  
9 from you to Provost Stellar. Do you recall seeing this before?

10 THE COURT: Well, the exhibit is -- ostensibly  
11 is authored by you. Do you recall this exhibit?

12 THE WITNESS: No, I do not recall this exhibit.

13 BY MR. CASTIGLIONE: (Cont'g.)

14 Q. Do you recall somebody preparing this letter and  
15 giving it to you and asking you to sign it?

16 A. For this particular letter, no.

17 Q. Okay. If I can refer you to Exhibit Thirty-three.  
18 Exhibit Thirty-three. Exhibit Thirty -- Claimant's Exhibit  
19 Thirty-three is an email first between a Harvey Charles, dated  
20 April 28th, 2018 and William Hedberg, and there's a follow-up  
21 email attached. There's three emails actually. If I can refer  
22 you to this - what appears to be an email from Mr. Hedberg  
23 saying, Harvey, are you available to sign a non-renewal letter  
24 for K.A.?

25 Your response says, yes, I am. Would you like me to do it

1 today? Then your follow-up response at three twenty-one p.m.  
2 says, hello, Bill, I'm looking at the letter of non-renewal and  
3 it is actually a recommendation for me to the provost. As you  
4 know, I know practically nothing about this situation, and I  
5 feel uncomfortable making a recommendation to the provost  
6 without a basis to do so.

7 Could this be handled differently? Does that refresh your  
8 recollection as to whether or not Mr. Hedberg had provided this  
9 letter, Claimant's Exhibit Thirty-two to you, making it seem as  
10 if you wrote it and asking you to sign it?

11 A. I -- I am well aware of the fact that he did provide  
12 me with a letter that I certainly did not author, but indicated  
13 that it was coming from me requesting that I sign, yes, I -- I  
14 do re -- recall that.

15 Q. But you didn't prepare this letter?

16 A. Oh, I did not, no.

17 THE COURT: Can you flip back to Thirty-five --?

18 MR. CASTIGLIONE: Three.

19 THE COURT: Oh, Three for a second? Now the  
20 Bill is William -- William Hedberg?

21 THE WITNESS: Yes.

22 THE COURT: Okay. Go ahead, Counsel.

23 BY MR. CASTIGLIONE: (Cont'g.)

24 Q. Do you -- can you explain to meet your understanding  
25 of what Mr. Hedberg's responsibilities were at the time in 2018

1 concerning faculty members appointments, faculty member  
2 positions?

3 A. You know, I -- I can't provide you a whole lot of  
4 details about his responsibilities other than to say that he  
5 was the point person in the office of the provost to handle  
6 facul -- matters of faculty appointments, and I would imagine  
7 faculty dismissal.

8 And that's what I understood his role to be. I -- I can't  
9 provide you with additional detail.

10 Q. That's -- that's okay. Do you know was he involved  
11 with financial terms for faculties appointments?

12 A. I believe he was, yes.

13 Q. Had anyone ever prepared a recommendation of non-  
14 renewal before for you to sign for another faculty member?

15 A. No.

16 Q. So if I can refer you to Claimant's Exhibit Thirty --  
17 .

18 THE COURT: During this period of time, Dr.  
19 Charles, how many -- for my purposes, refer to the doctor  
20 this time as your subordinate. How many subordinates did  
21 you have?

22 THE WITNESS: Well, in terms of direct reports,  
23 I would say maybe about eight or nine. But of course,  
24 there were about, including the staff of G.I.H.H.R., I  
25 would say in excess of fifty or sixty people within the

1 larger center for International Education of Global  
2 Strategy.

3 THE COURT: Okay. Thank you.

4 THE WITNESS: Yeah.

5 BY MR. CASTIGLIONE: (Cont'g.)

6 Q. If I can refer you, it's part of Exhibit Thirty-  
7 three, Claimant's Exhibit Thirty-three. There's an email here,  
8 dated May 2nd, 2018 from you to Randy. Can you just take a  
9 look at this email?

10 A. Sure.

11 THE COURT: Which number is this, Counsel?

12 MR. CASTIGLIONE: It's part of Claimant's  
13 Exhibit Thirty-three.

14 THE COURT: Okay.

15 BY MR. CASTIGLIONE: (Cont'g.)

16 Q. This email says, and I'm writing to let you know that  
17 Bill Hedberg sent me both the H.R.M. dash three for Kamiar as  
18 shown in the attachment, and a letter addressed to the provost  
19 for me recommending, underlined, that Kamiar not be renewed.  
20 In the first instance, what is the H.R.M. Three form you're  
21 referring to?

22 A. I believe that that is a document that comes from the  
23 Human Resources Office that effectively allows a supervisor to  
24 determine an employee's status. I haven't looked at the H.R.M.  
25 Three in a long time. So I can't give you additional details



1 on that, but.

2 Q. If I -- if I refer you to Claimant's Exhibit Thirty-  
3 four, part of this is a change of status request form, H.R.M.  
4 Three. It's for Dr. Alaei, your signature on here, dated  
5 04/28/2018. Do you recall this?

6 A. Yes.

7 Q. Oh, I'm sorry.

8 A. Yes.

9 Q. Is this the H.R.M. Three form as you recall that you  
10 were referring to?

11 A. Yes.

12 Q. And so back to Claimant's Thirty-three, your email.  
13 It says, I declined to sign that letter because I have no  
14 information that could be used as a basis to recommend that  
15 Kamiar not be renewed. I am not seeking such information since  
16 it's clear to me that the Provost has decided to not renew  
17 Kamiar's contract. I did sign the H.R.M. dash Three. However,  
18 in order to complete the paperwork per the wishes of the  
19 provost.

20 Does that reflect that you agreed and signed the H.R.M.  
21 Three form that was included as part of Claimant's Exhibit  
22 Thirty-four?

23 A. Yes, because I was instructed to do so.

24 Q. Okay. And did anyone consult with you before  
25 approaching you about signing non-renewal forms for Dr. Alaei's

1 employment?

2 A. No.

3 Q. Did you have any basis to recommend that Dr. Alaei  
4 not be renewed on the merits of his work at the time?

5 A. I did not.

6 Q. Would you have made a recommendation that Dr. Alaei  
7 be renewed on the merits of his work if asked?

8 MR. ROTONDI: Objection, Your Honor.

9 THE COURT: Why?

10 MR. ROTONDI: Relevance.

11 THE COURT: Overruled. You can answer.

12 A. I had no reason to recommend that Dr. Alaei not be  
13 renewed. So based on the information I had, I would have  
14 recommended that he continue. In fact, the issue of  
15 recommending would not have come up because there -- there was  
16 nothing there as far as I'm -- I was concerned.

17 BY MR. CASTIGLIONE: (Cont'g.)

18 Q. If this was left to you, you would not have initiated  
19 non-renewal. Is that fair?

20 MR. ROTONDI: Objection, Your Honor.

21 THE COURT: Essentially asked and answered.

22 Sustained. Go ahead, Counsel.

23 THE WITNESS: Could you ask the question again?

24 THE COURT: No, that's --

25 THE WITNESS: Okay.

1 BY MR. CASTIGLIONE: (Cont'g.)

2 Q. Did -- did you have any personal knowledge of why the  
3 provost have made the decision to -- to non-renew Dr. Alaei's  
4 employment?

5 A. No, I -- I did not.

6 Q. Actually, I'll show it to you exhibit -- I'm showing  
7 you what's been entered into evidence as Claimant's Exhibit  
8 Eleven. It's a email from you, dated February 2018 to various  
9 email recipients. It says, invitation to a G.I.H.H.R. wide  
10 meeting, February 4-29 and -- I'm trying to -- you can see.  
11 Then there's -- continues on. Do you recall this email?

12 A. Yes, I do.

13 Q. Okay. Was it your idea to draft and send this email?

14 A. It was not my idea to -- to --.

15 Q. Did -- did other people at SUNY, Albany prepare this  
16 email on your behalf?

17 A. I -- I'm not sure. I, however, I know that all  
18 communications to G.I.H.H.R. once the allegations were made  
19 against Dr. Alaei, it -- it had to be run through the Office of  
20 Communications. So if I, indeed authored the text, I would  
21 have sent it to, I believe, his name was Jordan Carlo  
22 Evangelist (phonetic spelling) to -- for his review and -- and  
23 vetting an approval.

24 Q. Okay. If I can refer you to what's identified as  
25 Claimant's Exhibit Ten. This is an email, a series of emails.

1 The first one is from Jordan Carlo Evangelist, dated February  
2 8th, ten thirty-nine a.m. to a number of people.

3 It looks like he's providing you a draft email to review.

4 THE COURT: Question?

5 BY MR. CASTIGLIONE: (Cont'g.)

6 Q. Do you recall this as -- that Jordan Carlo  
7 Evangelist had prepared an email for your review and input?

8 A. Yes, that seems -- that seems entirely reasonable.

9 Q. Okay. And there's an email from you to him, Mr.  
10 Carlo Evangelist and others saying this looks good. I'm all  
11 teed up to send this out. Just awaiting Randy's call. Can you  
12 explain to me what you meant by just awaiting Randy's call?

13 A. You know, I -- I -- I don't remember.

14 Q. Do you recall -- you're referring to Randy Stark?

15 A. Randy Stark at H.R., yes.

16 Q. He was the head of H.R. at the time?

17 A. Yes.

18 Q. Okay. And do you recall Mr. Stark was conducting the  
19 disciplinary investigation into Dr. Alaei from H.R.?

20 A. Yes, I was aware of that.

21 Q. So was there subsequently a meeting held by SUNY,  
22 Albany on February 9th concerning Dr. Alaei and G.I.H.H.R. and  
23 Dr. Alaei's brother?

24 A. I'm not quite sure of your question. Could you --  
25 because this -- this -- I think this meeting that we're talking

1 about here has to do with meeting with the G.I.H.H.R. staff.

2 Q. Yes.

3 A. So -- yeah.

4 Q. So was there a meeting by SUNY personnel, UAlbany  
5 personnel with G.I.H.H.R. staff with students on February 9th?

6 A. I believe so.

7 Q. Okay. You recall at some point there was a meeting  
8 where SUNY personnel were discussing with staff and students  
9 the status of G.I.H.H.R. and Dr. Alaei and his brother?

10 A. Yeah, it had to do with the leadership of G.I.H.H.R.,  
11 yes, yes.

12 Q. Okay.

13 A. Yeah.

14 MR. CASTIGLIONE: And Your Honor, just for the  
15 record, there is a notice to admit that Mr. Rotondi  
16 referred to yesterday that contains various admissions by  
17 the State for statements that were made at the meeting,  
18 there's an audio recording of that meeting that was  
19 attached. We don't need to go through that here, but it's  
20 part of the record in evidence as judicial admissions.

21 THE COURT: Well, is the notice to admit marked?  
22 Or is it just a pleading in the case?

23 MR. CASTIGLIONE: Just a pleading. I mean, if  
24 you want, we can mark it and bring it tomorrow. And I'm  
25 not sure -- do we have that?

1 THE COURT: Let's go off the record for a  
2 minute, folks.

3 THE MONITOR: Sure.

4 THE COURT: I'd like you to come up and talk to  
5 me for a minute on this issue.

6 (Off the record, 10:08:58 to 10:13:22)

7 THE MONITOR: On the record.

8 MR. CASTIGLIONE: Sorry here. Little sidetrack,  
9 Your Honor.

10 BY MR. CASTIGLIONE: (Cont'g.)

11 Q. If I can refer you to exhibit --

12 THE COURT: Guilty as charged.

13 MR. CASTIGLIONE: I meant mentally for me.

14 THE COURT: I mean, I was indicting and  
15 convicting myself.

16 BY MR. CASTIGLIONE: (Cont'g.)

17 Q. Dr. Charles, if I can refer you to what's been  
18 identified as Claimant's Exhibit Fifteen. And I'm referring  
19 you to this portion of Fifteen which is an email purportedly  
20 from you to a number of individuals, dated February 9th, 2018  
21 has the subject line of G.I.H.H.R., and it says, title -- or  
22 the intro is Dear, G.I.H.H.R. Colleagues and Staff -- excuse  
23 me, colleagues and supporters.

24 I'm writing to inform you that effective today, I've named  
25 in term. I've named Dana Refki and Gina Volynsky as intern co-

1 directors of the Global Institute for Health and Human Rights  
2 at the University of Albany. Do you recall this email?

3 A. Yes.

4 Q. And do you recall why this email was sent?

5 A. The email was sent to advise the recipients of the  
6 change in leadership. I'll be a temporary given that Dr. Alaei  
7 was given an alternate assignment and that assignment was of a  
8 temporary nature.

9 Q. And who -- who were the people that you were sending  
10 this email to? Generally speaking. You don't have to go  
11 through each person.

12 A. Yeah, I -- I believe that they were members of the  
13 advisory board of G.I.H.H.R.

14 Q. And could you explain to me your understanding of,  
15 generally speaking, who the members of the advisory board for  
16 G.I.H.H.R. were?

17 A. Yeah, they were academics and professionals whose  
18 work was very much aligned with the activities of G.I.H.H.R.

19 Q. And if I can refer you to -- where is that?

20 MR. CASTIGLIONE: Apologize, Your Honor. Sorry.  
21 I'll move on, Your Honor.

22 BY MR. CASTIGLIONE: (Cont'g.)

23 Q. As far as you're aware, did anyone ever raise  
24 concerns about sending emails to G.I.H.H.R. board members or  
25 advisory board members concerning Dr. Alaei's privacy or about

1 giving the wrong impression concerning what was going on with  
2 Dr. Alaei?

3 A. I don't recall anyone raising such concerns to me.

4 Q. Did you make the determination to appoint interim co-  
5 directors?

6 A. I did not.

7 Q. Do you know who did?

8 A. I -- I can't say definitively, but in light of the  
9 fact that the provost has ultimate decision-making  
10 responsibilities for directors and leaders within academic  
11 affairs. I would assume that he made that decision, but I  
12 don't know.

13 Q. But ultimately, you didn't have any input?

14 A. No, I did not.

15 Q. Okay.

16 THE COURT: The nature of the question. Any  
17 input into the decision to appoint interim chairs or the  
18 decision to appoint specific individuals as. So which is  
19 it?

20 MR. CASTIGLIONE: I'll clarify.

21 BY MR. CASTIGLIONE: (Cont'g.)

22 Q. Did you have any input in the decision to appoint  
23 intern directors of G.I.H.H.R.?

24 A. I did not.

25 Q. Did you have any input into the selection of who was



1 appointed as the intern directors of G.I.H.H.R.?

2 A. I did not.

3 Q. Okay. Did you receive any emails from individuals  
4 responding to your email about the appointment of intern  
5 directors?

6 A. I -- I may have. I can't really remember  
7 definitively, but I may have.

8 Q. Okay. If I can refer you to Exhibit Fifteen. If I  
9 can refer you to Claimant's Exhibit Fifteen. There is an email  
10 from a David O'Carpenter (phonetic spelling) responding to your  
11 February 9th email.

12 A. Uh-huh.

13 Q. Would this be the type of email you -- you would  
14 receive from people in response to your February 9th email as  
15 far as you recall?

16 A. Yes. Yes.

17 Q. Okay. If I can refer you to Claimant's Exhibit  
18 Fifty-one. This is an email from you to Randy Stark and others  
19 concerned -- dated February 9th, 2018.

20 THE COURT: Slide it down, please?

21 MR. CASTIGLIONE: Sure.

22 THE COURT: Okay.

23 BY MR. CASTIGLIONE: (Cont'g.)

24 Q. If you could just take a look at this, please? I  
25 don't know. Do you recall this email?

1 A. Yes.

2 Q. Okay. And so in this email, you -- it says, you  
3 advise Dr. Alaei he must cut all ties with the university and  
4 follow scrupulously the guidelines associated with the  
5 alternative assignment. Did you convey that to Dr. Alaei  
6 reflected in this email?

7 A. I believe I did.

8 Q. Okay. Do you recall at some point attending a  
9 meeting with H.R. people, Randy Stark, Brian Selchick and Dr.  
10 Alaei in early May, identified as an interrogation?

11 A. Yes.

12 Q. Okay. Did you voluntarily go to that interrogation?

13 A. No, I did not.

14 Q. Were you told you had to attend the interrogation?

15 A. Yes, I was told I had to attend.

16 Q. Have you ever been in a situation like that before  
17 where you were told to go to an interrogation for an employee?

18 A. No, I have not.

19 Q. Before the interrogation, did anybody from SUNY  
20 conducting the investigation concerning Dr. Alaei reach out to  
21 you to ask you about any information that might be relevant to  
22 that interrogation?

23 A. I don't recall, so.

24 Q. Okay. Dr. Charles, are you aware that there  
25 ultimately came a time where Dr. Alaei's employment was

1 terminated in about August 2018?

2 A. Yes, I believe so, yes.

3 Q. Do you recall did anyone consult with you regarding  
4 the determination to terminate Dr. Alaei's employ -- employment  
5 before he was terminated?

6 A. No one consulted with me on this.

7 Q. Okay. I can show you Claimant's Exhibit Fifty-four.  
8 If you can take a look at what's been introduced in evidence as  
9 Claimant's Exhibit Fifty-four. And then there is a subsequent  
10 page. Do you recall receiving this document from human  
11 resources?

12 A. Could you -- could you turn to the next page to see  
13 if I signed it?

14 Q. Sure.

15 A. Because I -- yeah. So there is no signature from me.  
16 So I -- I cannot recall whether it was sent to me or not.

17 Q. Okay. In this form, it says, current term ends  
18 4/30/2019. Do you have any understanding of what that's  
19 referring to, this term appointment renewal notice reminder  
20 that was sent to you?

21 A. Well, first, I -- I don't know that it was sent to  
22 me. But to get to your question, I -- I -- I -- I don't know  
23 the significance of this date other than it may represent the  
24 end of his -- the end of the contract that he signed the  
25 previous year.

1 Q. Okay. Actually, if I can ask you. You're familiar  
2 with Arash Alaei?

3 A. Yes.

4 Q. Arash Alaei, when he was part of G.I.H.H.R. in 2017,  
5 were you his supervisor?

6 A. Yes.

7 Q. Okay. If Arash Alaei was on alternative assignment  
8 in 2018, would he be reporting to you?

9 A. He would have been reporting to me, yes.

10 Q. Okay.

11 MR. CASTIGLIONE: No more questions, Your Honor.

12 THE COURT: Cross examination.

13 MR. ROTONDI: Just real briefly, Your Honor.

14 Can I remain at the table?

15 THE COURT: Yeah, that -- that can be a standing  
16 order. You don't need to ask me.

17 MR. ROTONDI: I just want -- I'm not sure if  
18 that was a new thing or not?

19 THE COURT: Well, it sort of is.

20 CROSS-EXAMINATION BY MR. ROTONDI:

21 Q. Dr. Charles, you were provided a letter for you to  
22 sign indicating you are recommending that Dr. Alaei be non-  
23 renewed, correct?

24 A. Correct.

25 Q. You did not sign it?

1 A. That's right.

2 Q. You -- and you did not feel that you, as a  
3 supervisor, you had any reason to non-renew, correct?

4 A. That's right.

5 Q. Okay. Did -- were there any consequences for you at  
6 SUNY for not signing that non-renewal recommendation?

7 A. There were no consequences.

8 THE COURT: I'm sorry?

9 THE WITNESS: There were no consequences.

10 MR. ROTONDI: All right. That's all I have,  
11 Your Honor.

12 RE-DIRECT EXAMINATION BY MR. CASTIGLIONE:

13 Q. Just to follow-up. About not signing the -- the non-  
14 renewal letter, did the Provost, James Stellar call you at some  
15 point and ask you personally to sign it?

16 A. I don't recall him doing that.

17 Q. Okay.

18 THE COURT: Okay. Dr. Charles, thank you so  
19 much for your time. You can put the mask on before you  
20 remove the shield. Once you put the mask on, take the  
21 shield off and you can discard it. Thank you. There's a  
22 wastepaper basket to your left, I believe, down below.  
23 Yup.

24 Okay. Go in academia, Doctor. All right.  
25 Let's go off the record for a minute.

1 (Off the record, 10:29:18 to 10:40:32)

2 THE MONITOR: On the record.

3 THE COURT: Mr. Castiglione, please call the  
4 Claimant's next witness?

5 MR. CASTIGLIONE: The Claimant calls Fardin  
6 Sanai.

7 THE COURT: Mr. Sanai, please come forward and  
8 remain standing in the witness box. Keep the mask on.  
9 Please before you take your mask off, can you put on one  
10 of the plastic face shield. Yup. And now you can take  
11 your mask off and remain standing to be sworn.

12 THE MONITOR: Raise your right hand. Do you  
13 solemnly swear the testimony you're about to give is the  
14 truth, the whole truth, nothing but the truth, so help you  
15 God?

16 MR. SANAI: Yes, I do.

17 WITNESS; FARDIN SANAI; Sworn

18 THE MONITOR: Be seated. State and spell your  
19 name for the record?

20 THE COURT: Keep your voice up, please? That  
21 does not amplify your voice, it just records the voice.

22 THE WITNESS: Okay. My name is Fardin Sanai.  
23 First name is F-A-R-D-I-N and the last name is S-A-N-A-I.

24 THE COURT: Thank you, sir.

25 THE WITNESS: Thank you.

1 MR. CASTIGLIONE: Your witness, Mr. Castiglione.

2 MR. CASTIGLIONE: Thank you, Your Honor.

3 DIRECT EXAMINATION BY MR. CASTIGLIONE:

4 Q. Good morning, Mr. Sanai. Is it Dr. Sanai or --?

5 A. Just Mr. Sanai.

6 Q. All right. Okay. I just -- there's so many people  
7 coming in. I -- I want to make sure I get it right.

8 A. That's okay.

9 Q. Can you explain to me your current employment  
10 position?

11 A. I'm the Vice President of University Advancement and  
12 Executive Director of University at Albany Foundation.

13 Q. And --.

14 THE COURT: And how long have you been in that  
15 position?

16 THE WITNESS: Fifteen years, sir.

17 THE COURT: In that very position?

18 THE WITNESS: Yes, fifteen years.

19 THE COURT: What are your responsibilities, job  
20 responsibilities?

21 THE WITNESS: I oversee fundraising and alumni  
22 engagement at the university.

23 THE COURT: Overall fundraising?

24 THE WITNESS: Yes, overall fundraising for the  
25 State University of New York at Albany.

1 THE COURT: You're the one who sends me all  
2 those emails?

3 THE WITNESS: Yes, and I appreciate your  
4 support.

5 BY MR. CASTIGLIONE: (Cont'g.)

6 Q. And you held that position in -- those positions in  
7 2018?

8 A. Yes, I -- I did.

9 Q. Okay. You just mentioned the UAlbany foundation.  
10 During your time with UAlbany Foundation, did the foundation  
11 give Dr. Alaei any particular awards?

12 A. Yes, the university did.

13 Q. Yes. Was one the Citizenship Award?

14 A. It's called a citizen of the university award that is  
15 awarded through the president's office to a non-alumni  
16 individual who has contributed above and beyond the call of  
17 duty for the advancement of the university.

18 Q. And do you recall when that award was given?

19 A. I beg your pardon?

20 Q. Do you recall when that award was given?

21 A. 2016, I'm not sure about the timing.

22 Q. Okay. Were you on the Board of Directors of the  
23 Global Institute of Health and Human Rights?

24 A. Yes, sir.

25 Q. Okay. Were you on the Board of Directors as of 2018?



1 A. Yes.

2 Q. Okay. Do you recall a time where it was announced  
3 that two intern directors had been appointed to G.I.H.H.R. in  
4 about February 2018?

5 A. Yes, sir.

6 Q. Did anybody consult with the Board of Directors in  
7 making the decision to appoint interim directors?

8 A. Not to the best of my knowledge, no.

9 Q. Are you aware of whether anybody consulted with the -  
10 - the G.I.H.H.R. Board of Directors before selecting the  
11 specific two individuals to be intern directors?

12 A. No.

13 Q. Can you explain to me generally the type of people  
14 that held the position of a board -- member of the Board of  
15 Directors for G.I.H.H.R., what their qualifications were?

16 A. Yeah, the board was established to advance the causes  
17 that supported Global Health and Human Rights, and these were  
18 individuals with international and national reputation for  
19 advancement of human rights, not just in the United States, all  
20 over the world. And we use this board as our conduit for  
21 fundraising and increasing the profile of the center.

22 Q. Okay. And generally speaking, board -- if you were  
23 on the Board of Directors, were you required to have an  
24 affiliation with University at Albany?

25 A. No, we had board members from Harvard University,

1 Yale and Doctors without Borders and it wasn't just University  
2 at Albany.

3 Q. I'm sorry. Are you referring to the advisory board  
4 for the G.I. --?

5 A. Yeah, advisory board, yeah.

6 Q. Okay. So the advisory board was com -- comprised of  
7 people from all over the globe?

8 A. Yes.

9 Q. And people from Hopkins, Harvard, Yale?

10 A. Yes.

11 Q. Okay. Was the President of Albany Law School one of  
12 the members?

13 A. Yes, yes.

14 Q. Okay. And for the --?

15 THE COURT: I believe it's (unintelligible)

16 MR. CASTIGLIONE: I believe it's the dean of  
17 Albany Law School.

18 THE WITNESS: Dean and president. Alicia is  
19 Dean and the president. They changed the title when  
20 former dean came.

21 THE COURT: Dean Rulette (phonetic spelling)?

22 THE WITNESS: Rulette, yeah, yeah.

23 THE COURT: Go ahead, Counsel.

24 MR. CASTIGLIONE: Thank you, Your Honor.

25 BY MR. CASTIGLIONE: (Cont'g.)

1 Q. But the -- the Board of Directors members, not the  
2 advisory board, were those people generally affiliated with --

3 A. Yes.

4 Q. -- Albany?

5 A. Yes.

6 Q. Okay. Did you work with Dr. Alaei over time while he  
7 was at SUNY, Albany?

8 A. Yes. As I said, my responsibility is raising  
9 dollars, private philanthropic dollars, and we worked with Dr.  
10 Alaei to raise philanthropic support for G.I.H.H.R.

11 Q. Okay. And as a board member for G.I.H.H.R., that  
12 included overseeing work by Dr. Alaei?

13 A. Yes.

14 Q. And did you have any opinion of the quality of Dr.  
15 Alaei's work based on your personal observations and -- and  
16 involvement with Dr. Alaei?

17 A. It was excellent work.

18 Q. Okay. What about as to fundraising efforts for  
19 G.I.H.H.R. overtime. How would you qualify those -- those  
20 efforts by Dr. Alaei?

21 A. Dr. Alaei was one of the most effective fundraisers,  
22 one of the best faculty that we had to work with.

23 Q. Okay. Are you aware at some point Dr. Alaei's  
24 employment was non-renewed?

25 A. Yes.

1 Q. Would you have agreed to non-renewed Dr. Alaei's  
2 employment?

3 MR. ROTONDI: Objection, Your Honor. Just  
4 opinion. He's not part of the non-renewal process.

5 MR. CASTIGLIONE: He is part of the -- he was  
6 part of the Board of Directors for G.I.H.H.R., Your Honor.

7 MR. ROTONDI: There's no found -- there's no  
8 foundation to suggest that the Board of Directors appoints  
9 the director.

10 THE COURT: I'll overrule the objection. You  
11 can answer the question.

12 THE WITNESS: I can answer it?

13 A. I would have renewed him, yes.

14 MR. CASTIGLIONE: Okay.

15 BY MR. CASTIGLIONE: (Cont'g.)

16 Q. Were you familiar at some point in time -- or strike  
17 that, Your Honor. Were you aware at some point in time there  
18 was an investigation started concerning Dr. Kamiar Alaei in  
19 about February 2018?

20 A. Not officially, but on hearsay, yes. I am  
21 (unintelligible) alert.

22 Q. Do you recall having a conversation with Jordan Carlo  
23 Evangelist at some point who informed you that there was an  
24 accusation of sexual harassment by students against one of our  
25 faculty member, and then at that point, he told you who the

1 faculty member was?

2 A. Yes, at the time, I oversaw Marketing and  
3 Communications at the University. So anything that related to  
4 the reputation of the University and affected communication, I  
5 was brought up to date. And I, our spokesperson, Jordan, let  
6 me know that this was happening.

7 Q. So he conveyed to you that there was an allegation of  
8 sexual harassment by a student against Dr. Alaei?

9 A. Yes.

10 Q. Okay. Do you recall receiving -- or strike that. Do  
11 you recall having any discussions with students overtime during  
12 the investigation of Dr. Alaei concerning the process SUNY was  
13 employing in its investigation of Dr. Alaei?

14 A. With students?

15 Q. Yes.

16 A. We received -- I received a number of emails from  
17 concerned students and interns, but I did not respond to any of  
18 it.

19 Q. Okay. What about staff, did you have similar  
20 discussions or conversations, I'll say?

21 A. Again, there was many conversations with the staff,  
22 but I would not call it a conversation. It was just hearsay  
23 and given it was Title IX, I just could not comment on it as a  
24 university official.

25 Q. Understood. Do you recall attending any cultural

1 events held by Dr. Alaei outside of the university?

2 A. Yeah, I've attended a number of events, yes.

3 Q. Okay. Do you -- did you have an understanding of Dr.  
4 Alaei's reputation in the local Persian community at the time  
5 before February 2018?

6 A. Yes, Dr. Alaei is a known figure nationally and  
7 internationally. I knew of him, yes, before even meeting him.

8 Q. Okay. And -- and are you aware of whether that  
9 status had changed after the investigation by SUNY, Albany?

10 MR. ROTONDI: Objection, Your Honor.

11 THE COURT: Well, now we're into the character  
12 evidence in -- in -- it's a very narrow, permissiveness --  
13 permissiveness. I'm going to allow it, Counsel.

14 Overruled. Go ahead.

15 THE WITNESS: Yes, number of individuals  
16 contacted me asking me to (unintelligible) raped woman at  
17 a hotel in Beirut.

18 MR. CASTIGLIONE: Okay.

19 THE COURT: I'm sorry. And I don't mean to --  
20 did you -- would you repeat what you just said?

21 THE WITNESS: Yes, number of individuals from  
22 the Iranian community contacted me, wanted to know if it  
23 was accurate that Dr. Alaei raped a student in a hotel in  
24 Beirut.

25 THE COURT: Okay.

1 THE WITNESS: But then again, this was rumors.

2 THE COURT: Okay. Go ahead, Counsel. That's  
3 fine. Thank you. Go ahead, Counsel.

4 MR. CASTIGLIONE: Thank you.

5 BY MR. CASTIGLIONE: (Cont'g.)

6 Q. And did you ever -- were you ever told how these  
7 individuals were getting their information?

8 THE COURT: No, Counsel, no.

9 MR. CASTIGLIONE: Okay.

10 THE COURT: You're saying on hearsay, no.

11 MR. CASTIGLIONE: I just meant the source, but -  
12 -.

13 THE COURT: No.

14 BY MR. CASTIGLIONE: (Cont'g.)

15 Q. Let me ask you. Were you -- you were familiar. Did  
16 you interact with Dr. Alaei before the investigation started?

17 A. Yes.

18 Q. And did you -- can you explain to me your  
19 observations about Dr. Alaei's personality and attitude  
20 generally before the investigation started?

21 MR. ROTONDI: Objection, Your Honor.

22 THE COURT: Counsel, to the extent that I think  
23 Claimant's counsel was trying to make a point about the  
24 emotional effect that had upon the witness, and if this --  
25 upon the Claimant. And if this witness is competent to

1           testify about his observations of the Claimant's ethics  
2           before and after, I'm going to permit it. So overruled.  
3           Go ahead.

4                     Ask the question again.

5                     MR. CASTIGLIONE: Sure.

6                     BY MR. CASTIGLIONE: (Cont'g.)

7           Q. Can you explain to me your observations regarding Dr.  
8 Alaei's overall -- the words just left.

9                     THE COURT: Demeanor?

10                    BY MR. CASTIGLIONE: (Cont'g.)

11           Q. Yes, overall demeanor and attitude and -- and  
12 personality before the investigation began, concerning him in -  
13 - in 2018?

14           A. He was an amazing partner. He had a great attitude.  
15 It was an honor to work with him and I took Dr. Alaei to a  
16 number of visits and comf -- and talks to donors who were not  
17 even related to G.I.H.H.R. to just promote the university and  
18 what we were doing in this space of human rights.

19           Q. In your observations, was he generally an upbeat  
20 happy person?

21           A. Oh, yeah, yeah.

22           Q. Okay. Can you explain -- did you have any  
23 observations regarding interactions with Dr. Alaei after the  
24 investigation started in 2018?

25           A. I just had one. Actually, he called me after he was



1 told he was dismissed and was very dazed and confused. And I  
2 told him, don't -- don't worry and we'll do an investigation.  
3 You see University you'll be fine.

4 Q. And do you -- do you recall his general attitude and  
5 demeanor at that point? Was it different than from when you  
6 first -- before the investigation?

7 THE COURT: No, we're talking about the one-time  
8 call?

9 THE WITNESS: No, actually I called him, again,  
10 I believe it was in 2019 or '18 after I thought he was --  
11 the case was dismissed, and he was gone. I just overheard  
12 that he was not doing well. I called him to check up on  
13 him and he -- I was very concerned about his well-being  
14 and I thought he was -- he was suffering from depression.  
15 And I --.

16 THE COURT: That's good. Next question.

17 THE WITNESS: Sure.

18 MR. CASTIGLIONE: I'm sorry, Your Honor.

19 BY MR. CASTIGLIONE: (Cont'g.)

20 Q. Is it your then assessment that Dr. Alaei standing in  
21 the Persian community was otherwise negatively impacted based  
22 upon the investigation by SUNY, Albany?

23 THE COURT: No, not an opinion whether or not he  
24 had specific observations related there to, Counsel.

25 BY MR. CASTIGLIONE: (Cont'g.)

1 Q. Did you have specific observations regarding Dr.  
2 Alaei, he's standing and reputation in the Persian community  
3 after SUNY Albany initiating and conducting its investigation  
4 and actions being negatively impacted?

5 A. Yes.

6 Q. Okay.

7 MR. CASTIGLIONE: Thank you, Your Honor.

8 THE COURT: Okay. Cross examination?

9 MR. ROTONDI: No questions, Your Honor.

10 THE COURT: Okay, Mr. Sanai -- Dr. Sanai, if, in  
11 fact, you are a doctor?

12 THE WITNESS: No, I'm not a doctor, please.

13 THE COURT: Okay.

14 THE WITNESS: I don't want to get in trouble  
15 with the president, yeah.

16 THE COURT: So -- yes. Very good. Well, thank  
17 you for your time.

18 THE WITNESS: All right.

19 THE COURT: Please put your mask on first and  
20 then you can discard the -- the face shield into the  
21 wastebin next to you. And thank you for your time.

22 THE WITNESS: Thank you. Just put it in the  
23 trash here?

24 THE COURT: Yup. Okay. Off the record. Okay,  
25 you're free to go, sir.

1 THE WITNESS: Thank you, sir.

2 THE COURT: Thank you.

3 (Off the record, 10:56:09 to 11:33:09)

4 THE MONITOR: On the record.

5 THE COURT: Okay. Counsel, testimony. Please  
6 call your next witness.

7 MR. CASTIGLIONE: The Claimant calls Randy  
8 Stark.

9 THE COURT: Okay. Right up here, Mr. Stark.  
10 Over here. You have a mask?

11 MR. STARK: Yes, I do.

12 THE COURT: Please put it on. This way, sir.  
13 That way. Yup. Come on up here to the stand and remain  
14 standing. Keep your mask on for right now.

15 MR. STARK: Okay.

16 THE COURT: You have a plastic shield behind,  
17 could you put that over? Okay. You take the -- the mask  
18 off now. And you're going to be sworn. So raise your  
19 right hand, please?

20 THE MONITOR: Raise your right hand.

21 Do you solemnly swear the testimony you're  
22 about to give is the truth, the whole truth and nothing  
23 but the truth, so help you God?

24 MR. STARK: I do, yes.

25 WITNESS; RANDY STARK; Sworn

1 THE MONITOR: Be seated. State and spell your  
2 name for the record.

3 THE WITNESS: Randy L. Stark, R-A-N-D-Y S-T-A-R-  
4 K.

5 THE COURT: Okay. Welcome, Mr. Stark. Mr.  
6 Castiglione.

7 DIRECT EXAMINATION BY MR. CASTIGLIONE:

8 Q. Good morning, Mr. Stark, and thank you for coming  
9 down on short notice. Can you explain to me, were you employed  
10 in February 2018?

11 A. Yes.

12 Q. Okay. What was your position and where were you  
13 employed?

14 A. I was the Associate Vice President for Human  
15 Resources at the University at Albany.

16 Q. Okay. And -- and can you explain to me your general  
17 job functions and duties at that time?

18 A. I was responsible for the entire H.R. function which  
19 included compensation, benefits, processing of H.R. paperwork,  
20 employee relations and labor relations.

21 Q. Okay. So when you say involved (unintelligible), if  
22 somebody had an issue concerning their salary, if they were not  
23 being paid the full amount, would that go to H.R.?

24 A. Yes, it would.

25 Q. Same thing. If they weren't receiving benefits,

1 insurance, some other benefit, it would go to H.R.?

2 A. That's correct.

3 Q. Okay.

4 THE COURT: So did you say you were the head of  
5 the H.R. Department?

6 THE WITNESS: Yes.

7 THE COURT: And how many people were in the H.R.  
8 Department?

9 THE WITNESS: At that time, I believe we had  
10 thirty-three people.

11 THE COURT: Thirty-three?

12 THE WITNESS: Yes.

13 THE COURT: Counsel.

14 MR. CASTIGLIONE: Thank you, Your Honor.

15 THE COURT: This is H.R. for SUNY, Albany?

16 THE WITNESS: Correct.

17 BY MR. CASTIGLIONE: (Cont'g.)

18 Q. Do you recall -- strike that. I apologize. If I can  
19 refer you to what's been identified as Claimant's Exhibit  
20 Eight. Please take a quick look at this. It's up on your  
21 screen in front of you.

22 A. I don't have my glasses on here. Okay.

23 THE COURT: Can you show him the  
24 (unintelligible) to this?

25 MR. CASTIGLIONE: Here is the full page and then

1 here is --.

2 THE COURT: Your signature is --?

3 THE WITNESS: Yes.

4 THE COURT: Go ahead, Counsel.

5 BY MR. CASTIGLIONE: (Cont'g.)

6 Q. Are you familiar with this document?

7 A. Yes, I am.

8 Q. Is this document -- is it fair to say the -- the  
9 letter from SUNY Albany Human Resources advising Dr. Alaei he's  
10 being put on alternative assignment?

11 A. That's correct.

12 Q. And that it was due in part because there was a  
13 disciplinary investigation being conducted?

14 A. Yes.

15 Q. Okay. Did you work with Brian Selchick from Human  
16 Resources or I'll say H.R. as part of undertaking that  
17 disciplinary investigation?

18 A. Yes, I did.

19 Q. Okay.

20 THE COURT: Is he a subordinate of yours?

21 THE WITNESS: Yes, he was.

22 THE COURT: Okay.

23 BY MR. CASTIGLIONE: (Cont'g.)

24 Q. And are you familiar with what's identified as the  
25 United University Professions Agreement, agreement between

1 United University professions in the State of New York? And  
2 I'll hold that up on the screen in a second, if I can find it.  
3 Five.

4 THE COURT: You're familiar with that agreement,  
5 sir?

6 THE WITNESS: Yes, I am.

7 BY MR. CASTIGLIONE: (Cont'g.)

8 Q. And I apologize. I'm not going to ask you, you know,  
9 verbatim about this. But this appears to be the agreement  
10 that was in effect in February 2018 as far as you can recall?

11 THE MONITOR: We see the -- the date on?

12 THE COURT: It's the one that goes through 2016.  
13 What exhibit is it?

14 MR. CASTIGLIONE: This is Exhibit Five.

15 THE COURT: Okay.

16 BY MR. CASTIGLIONE: (Cont'g.)

17 Q. And I can ask, do you recall in 2018 whether the July  
18 2nd, 2011 to July 1st, 2016 U.U.P. agreement was still in  
19 effect in 2018?

20 A. I don't recall. I believe that the contracts are  
21 still being negotiated. And as the contract is being  
22 negotiated, I believe that this one continued on until the  
23 contract was negotiated. I believe that was the situation.

24 MR. CASTIGLIONE: And -- and just to confirm  
25 with counsel, that's your understand -- I mean, there's -

1 - there's not a dispute, that it --?

2 MR. ROTONDI: I don't know.

3 MR. CASTIGLIONE: Okay.

4 THE COURT: This is not under oath.

5 MR. CASTIGLIONE: I wasn't sure if they were  
6 stipulating or --.

7 THE COURT: Never.

8 BY MR. CASTIGLIONE: (Cont'g.)

9 Q. But as far as you recall, then it -- this was most  
10 likely the one in effect because there had been no other  
11 negotiated agreement at the time?

12 A. I believe so.

13 Q. Okay.

14 THE COURT: Let's go off the record for a  
15 moment.

16 (Off the record, 11:39:03 to 11:39:37)

17 THE MONITOR: On the record.

18 BY MR. CASTIGLIONE: (Cont'g.)

19 Q. As part of your role in undertaking the investigation  
20 concerning Dr. Alaei, was it also to determine if there were  
21 violations of the U.U.P. as part of the investigation?

22 A. Yes.

23 Q. Okay. So you were familiar with the version of the  
24 U.U.P. agreement in effect at the time?

25 MR. ROTONDI: Of 2018.



1 BY MR. CASTIGLIONE: (Cont'g.)

2 Q. In 2018, yes.

3 A. Familiar with it. But obviously not word for word.

4 Q. Sure.

5 A. Of the specifics.

6 Q. That's understandable. At the time that you were  
7 undertaking the disciplinary investigation through H.R., was  
8 there another investigation being done by U Albany's Title Nine  
9 office?

10 A. Yes.

11 Q. For those two investigations, do you recall what the  
12 primary issues of concern being investigated were?

13 A. I believe they had to do with a hostile work  
14 environment, sexual in nature.

15 Q. Was there -- was there anything related involving the  
16 structural funding of the Global Institute of Health and Human  
17 Rights, which I'll refer to as G.I.H.H.R.?

18 A. The funding and structure of it?

19 Q. Yes.

20 A. I recall, there was a question with regards to the  
21 funds.

22 Q. And was there also an issue related to Arash Alaei  
23 and his involvement with G.I.H.H.R.?

24 A. I believe so.

25 Q. Okay. Do you recall any other major topics besides

1 those three?

2 THE COURT: More specific questions, please.

3 BY MR. CASTIGLIONE: (Cont'g.)

4 Q. Do you recall if there were any other main topics  
5 that were being investigated besides the three we just went  
6 through?

7 THE COURT: At that time?

8 BY MR. CASTIGLIONE: (Cont'g.)

9 Q. At that time?

10 A. Not that I recall.

11 Q. Okay. Human Resources ultimately determined that the  
12 allegations and issues being investigated by University at  
13 Albany concerning Dr. Alaei and Kamiar Alaei were unfounded and  
14 there were no violations of policy. Is that fair to say?

15 A. That's correct, to our investigation. And the H.R.  
16 investigation, yes.

17 Q. And ultimately H.R. determined there were no grounds  
18 to impose discipline?

19 A. That's correct.

20 Q. If I can refer you to -- referring you to Claimant's  
21 Exhibit Thirty-nine. This is introduced into evidence. This  
22 is an email purportedly from you to another individual dated  
23 July 6th, 2018. The email says I've attached a counseling that  
24 we worked on for Kamiar Alaei, it was a struggle writing it as  
25 there wasn't really anything to counsel him on since the sexual

1 misconduct allegations were unfounded.

2 We planned to give him policies on sexual harassment,  
3 workplace violence, et cetera. But for what purpose, as we are  
4 going to non-renew him and buy him out after discussing the  
5 question, does it really serve any purpose to issue this memo  
6 other than it gives K.A. and his attorney more info for their  
7 war chest.

8 We are now thinking that we do not issue the memo unless  
9 there's some value to having issued it. Do you recall writing  
10 this email?

11 A. Yes.

12 Q. Do you recall -- if I can refer you to Claimant's  
13 Exhibit Forty, which is in evidence.

14 THE COURT: What was the date of that email?

15 MR. CASTIGLIONE: That email was dated July 6th,  
16 2018.

17 BY MR. CASTIGLIONE: (Cont'g.)

18 Q. If I can refer you to Claimant's Exhibit Forty,  
19 specifically, which is introduced into evidence, specifically  
20 an email from Valerie Ayers to you, dated July 9th, 2018. Ms.  
21 Ayers responds, I agree that you need to wrap it up. I am at  
22 an arbitration today and tomorrow but we can talk Wednesday,  
23 there has to be something you can get out of the student's  
24 complaint. Do you recall receiving that email from Ms. Ayers?

25 A. It's addressed to me, I'm pretty sure I read it.

1 Q. Okay.

2 THE COURT: Who's Valerie Ayers?

3 THE WITNESS: She's counsel for SUNY system,  
4 entire SUNY.

5 THE COURT: All of the SUNY system?

6 THE WITNESS: All of the SUNY system.

7 BY MR. CASTIGLIONE: (Cont'g.)

8 Q. Ms. Ayers there refers --

9 THE COURT: This is Exhibit Forty?

10 MR. CASTIGLIONE: This is Exhibit Forty, Your  
11 Honor.

12 THE COURT: Okay.

13 BY MR. CASTIGLIONE: (Cont'g.)

14 Q. Ms. Ayers refers to a student's complaint. Do you  
15 recall whether or not there was actually a complaint by any  
16 student formally or informally?

17 A. I'm not aware of anything nor did I recall ever  
18 having read anything.

19 Q. Okay. If I can refer you to Claimant's Exhibit  
20 Forty-one, which is in evidence, email from Brian Selchick,  
21 you're C.C.'ed on it, or somebody to Tricia George dated July  
22 9th. It says, in part, do you happen to know if blank filed an  
23 informal or formal complaint against K.A. per Title Nine or  
24 university policy. Can you let us know if it is one or the  
25 other or neither? Thanks.

1 And the response being, Brian, I don't see any record of  
2 an informal or formal complaint filed by blank. And then  
3 Brian, following up to others saying no record of formal or  
4 informal complaint. Does that refresh your recollection about  
5 whether there's a complaint or not filed?

6 A. Yes.

7 Q. So there was no formal or informal complaint?

8 A. That's correct.

9 THE COURT: It is still unclear, Mr. Stark, can  
10 you answer that question, no formal or informal complaint,  
11 student complaint, was that within the confines of the  
12 Title Nine investigation or the H.R. investigation or  
13 both?

14 THE WITNESS: We found nothing on the H.R.  
15 investigation. Because we would interview any of the  
16 students is (unintelligible) because it is a student  
17 complaint is my understanding. And those names were  
18 provided to us by the Title Nine office. And during our  
19 interviews with any of the students, if there were other  
20 people named, names that were brought up in our  
21 investigation, we would invite them in to discuss it with  
22 them.

23 So to answer your question, from an H.R.  
24 standpoint -- I'm not sure if I'm answering your question.  
25 Can you repeat that I'm sorry?

1 THE COURT: The intention is just directed to  
2 Exhibit Forty-one, in which you testified to no formal or  
3 informal student complaint, having been lodged. Were you  
4 specifically referring to the Title Nine investigation in  
5 these -- in this email?

6 THE WITNESS: I believe it would have been for  
7 Title Nine and for H.R. because Tricia George is from the  
8 Title Nine office and she was responding from -- from the  
9 Title Nine office standpoint.

10 THE COURT: Okay. Thanks.

11 MR. CASTIGLIONE: Thank you, Your Honor.

12 BY MR. CASTIGLIONE: (Cont'g.)

13 Q. Do you recall did your office or anybody at SUNY  
14 Albany as far as you're aware, advise G.I.H.H.R. board members  
15 or advisory board members of SUNY's determination regarding  
16 this investigation?

17 THE COURT: Repeat the question, please.

18 MR. CASTIGLIONE: Sure.

19 BY MR. CASTIGLIONE: (Cont'g.)

20 Q. Do you recall your office ever advising anybody on  
21 the G.I.H.H.R. board of directors or advisory board about the  
22 ultimate findings from the investigation concerning Dr. Alaei?

23 A. I recall no communication with G.I.H.H.R. board.

24 Q. Okay. Did you ultimately convey your determination  
25 that there were no violations of policy or no grounds for

1 imposing discipline and that allegations were unfounded to the  
2 provost office?

3 A. Yes.

4 Q. Did you also advise the president's office of the  
5 same through Bruce Szelest?

6 A. Yes.

7 Q. Would that have been in about July 2018?

8 A. That sounds -- that sounds about right.

9 Q. Okay. Before the February 2018 investigation, during  
10 - during, excuse me, concerning Kamiar Alaei you involved --  
11 you have been involved with three or four disciplinary  
12 investigations at that point. Is that correct?

13 A. I believe so, yes.

14 Q. Okay.

15 THE COURT: Of any nature?

16 MR. CASTIGLIONE: Any disciplinary  
17 investigations.

18 THE COURT: Not relative to this person?

19 MR. CASTIGLIONE: No, other disciplinary  
20 investigation.

21 BY MR. CASTIGLIONE: (Cont'g.)

22 Q. So in other words, your experience at that point was  
23 you've dealt with three or four disciplinary investigations?

24 A. Yeah, yes, we had, we obviously had issues, other  
25 issues that we would have to, you know, follow-up on

1 complaints, but no investigation to this magnitude.

2 Q. When you say investigation to this magnitude, were  
3 there a number of people, a large number of people interviewed  
4 as part of the investigation concerning Dr. Alaei?

5 THE COURT: Say again.

6 BY MR. CASTIGLIONE: (Cont'g.)

7 Q. Were there -- was there a significant number of  
8 people interviewed as part of the investigation concerning Dr.  
9 Alaei?

10 A. Yes.

11 Q. When -- when you say significant, would it be about  
12 forty?

13 A. I would say so.

14 Q. Okay.

15 A. Yes.

16 Q. Were you at some point directed to remove Dr. Alaei's  
17 access keys and card access to SUNY buildings by Provost  
18 Stellar and Bruce Szelest?

19 A. Yes, I was.

20 Q. Was that near the outset of the investigation on  
21 February 8th, 2018?

22 A. Yes.

23 Q. Okay. Do you recall a SUNY -- excuse me, University  
24 of Albany, preventing Dr. Alaei from accessing his SUNY email  
25 account?



1 A. Yes, we cut off his access to SUNY email.

2 Q. And were you directed to do that by the president  
3 that Dr. Alaei not have access to his email account?

4 A. Yes, it was.

5 Q. Okay.

6 THE COURT: Who is the president?

7 MR. CASTIGLIONE: Who's the president -- sorry,  
8 go ahead.

9 THE COURT: Who?

10 THE WITNESS: Havidan Rodriguez's the president.

11 BY MR. CASTIGLIONE: (Cont'g.)

12 Q. The president never explained to you why he issued  
13 that directive. Is that correct?

14 A. No, just wanted it cut off.

15 Q. And cutting off email for a person on alternative  
16 assignment for disciplinary investigation was not common at  
17 that point. Is that fair to say?

18 A. Yes, it is.

19 Q. Okay. Were any concerns ever raised with you at the  
20 time that Dr. Alaei was using his email properly -- improperly  
21 or violating any SUNY Albany policies?

22 A. I was not aware of any improprieties.

23 Q. Okay. You had said that earlier it was part of your  
24 role to determine whether violations in the U.U.P. agreement in  
25 undertaking the investigation. Based on your work and efforts,

1 was it consistent with the U.U.P. to remove Dr. Alaei's email  
2 access?

3 A. No, it wasn't.

4 Q. And was that essentially a form of disciplinary -- or  
5 disciplinary action?

6 A. Yes, removing, yes, removing email address and an  
7 alternate assignment would be considered a form of discipline.

8 Q. Okay. But obviously, there was no finding in the  
9 investigation at the time his email had been removed?

10 A. That's correct.

11 Q. Okay. Do you recall in your experience with other  
12 investigations and alternative assignments previously removing  
13 an employee's reference or information from a SUNY Albany  
14 website?

15 A. No, I don't recall.

16 Q. Do you recall Dr. Alaei here being told not to attend  
17 speaking engagements or lectures and representing himself as  
18 employed by SUNY Albany or as a representative of SUNY Albany?

19 A. I believe so.

20 Q. And that was -- do you recall that issue having been  
21 raised in prior investigations or other matters or other  
22 employees?

23 THE COURT: Were you aware of -- did you have  
24 much experience in other matters prior to this matter, in  
25 which people receive alternative assignments?

1 THE WITNESS: Yes.

2 THE COURT: Could -- in the previous five years  
3 to be -- quantified that prior to 2018?

4 THE WITNESS: The number of people who may have  
5 had alternative assignments, maybe --.

6 THE COURT: If you can't, you can't.

7 THE WITNESS: Yeah, I --.

8 THE COURT: Just try to get a ballpark.

9 THE WITNESS: I'd be guessing, maybe half a  
10 dozen, if that.

11 THE COURT: Okay. And there's a common  
12 component of the alternative assignment were those people  
13 in the prior instances instructed not to represent SUNY  
14 Albany.

15 THE WITNESS: They were not, to my recollection  
16 at the level or exposure to the community into, you know,  
17 their program.

18 THE COURT: Understood. So you are essentially  
19 telling this person had more --

20 THE WITNESS: Correct.

21 THE COURT: -- community exposure?

22 THE WITNESS: Correct.

23 THE COURT: To the earlier people -- than the  
24 earlier people.

25 THE WITNESS: Correct.

1 THE COURT: Okay. Go ahead, Counsel.

2 BY MR. CASTIGLIONE: (Cont'g.)

3 Q. So directing Dr. Alaei not to go to speaking  
4 (unintelligible) identify -- identify himself as an employee of  
5 SUNY. That's not something that had been done to other people  
6 in the past on alternative assignments?

7 A. Not that I recall.

8 Q. And you were just advising the Judge, the concern was  
9 because Dr. Alaei had a more noted community reputation?

10 THE COURT: Not reputation, I said involvement.

11 BY MR. CASTIGLIONE: (Cont'g.)

12 Q. More noted community involvement?

13 A. That's correct.

14 Q. Okay. Directing Dr. Alaei, to -- Alaei, excuse me,  
15 to not go to speaking engagements and identify himself as an  
16 employee of SUNY, was that within the authority of Human  
17 Resources?

18 A. No.

19 Q. So there was somebody else who had that authority  
20 made that decision?

21 A. That's correct.

22 Q. Okay. In your experience, with prior disciplinary  
23 investigations after there was an investigation but a  
24 determination of no policy violations or determination not to  
25 impose discipline, before Dr. Alaei, it never happened before

1 that the employee was still terminated. Is that fair?

2 THE COURT: I don't understand the question,  
3 rephrase.

4 MR. CASTIGLIONE: Sure.

5 BY MR. CASTIGLIONE: (Cont'g.)

6 Q. So you've dealt with other investigations where there  
7 was an ultimate determination of no policy violations or  
8 determination not to impose discipline, correct?

9 A. Probably.

10 THE COURT: Do you recall an instance, I guess,  
11 the question counsel is seeking the (unintelligible). Do  
12 you recall prior incidents in which allegations were  
13 unfounded and no discipline was imposed where that  
14 quotation marks, innocent individual was nevertheless  
15 terminated? Can you recall any such instance?

16 THE WITNESS: I believe there was.

17 THE COURT: Okay.

18 THE WITNESS: I don't recall any specifics, but  
19 I believe there was.

20 THE COURT: Okay.

21 BY MR. CASTIGLIONE: (Cont'g.)

22 Q. If I can refer you to your deposition transcript page  
23 fifty-one.

24 MR. ROTONDI: Objection, Your Honor, if he's  
25 going to impeach his own witness.

1 THE COURT: Well, overruled, you can -- you can  
2 refresh --.

3 MR. CASTIGLIONE: Sure. Yeah.

4 BY MR. CASTIGLIONE: (Cont'g.)

5 Q. If I can refer you to your deposition transcript. It  
6 says in part, let me ask you a follow-up to that last exhibit,  
7 the August 10th, 2018 letter.

8 "After there has been a determination of no policy  
9 violations or determination not to impose discipline, is it  
10 common to terminate that employee," your response, "It hasn't.  
11 It did not happen while I was at the University of Albany."

12 Do you recall saying that?

13 A. If it's in the transcript, I would say that I said  
14 it.

15 Q. Okay. Relative to the Title Nine investigation, was  
16 that being conducted in part by a person named Chantelle  
17 Cleary?

18 A. Yes.

19 THE COURT: Which investigation, the  
20 --

21 MR. CASTIGLIONE: The Title Nine investigation.

22 THE COURT: Then that person was heading up that  
23 -- was that the question?

24 MR. CASTIGLIONE: Yes.

25 BY MR. CASTIGLIONE: (Cont'g.)

1 Q. Do you recall Chantelle Cleary being the primary  
2 person dealing with the Title Nine investigation concerning Dr.  
3 Alaei?

4 A. Yes.

5 Q. Okay. If I can refer you to Claimant's Exhibit or  
6 Proposed Exhibit Thirty. Claimant's Proposed Exhibit Thirty is  
7 a decision issued by the appellate division Third Department  
8 dated November 25th, 2020, identified -

9 THE COURT: Is this in evidence?

10 MR. CASTIGLIONE: This is -- we had identified  
11 it and marked it into evidence.

12 THE COURT: It's not admitted?

13 MR. ROTONDI: No.

14 MR. CASTIGLIONE: No. I'm just identifying what  
15 it is.

16 THE COURT: Okay. I get you.

17 MR. CASTIGLIONE: In the matter of Alexander M,  
18 appellant Petitioner V. Chantelle Cleary as former Title  
19 Nine coordinator at the State University of New York.  
20 It's dated November 25th, 2020. Your Honor, we'd ask that  
21 the Court take judicial notice of this decision pursuant  
22 to C.P.L.R. 4511 as a decision of binding law.

23 THE COURT: (unintelligible).

24 MR. ROTONDI: Yeah, I'm objecting to this, Your  
25 Honor.

1 THE COURT: Let me -- let me see, go ahead, keep  
2 talking. Can I see the exhibit, please?

3 MR. CASTIGLIONE: Sure.

4 MR. ROTONDI: There's been subsequent decision  
5 which determined that the investigator -- the investigator  
6 was unbiased. But more importantly, it appears that the  
7 Claimant would like to impeach --.

8 THE COURT: Well, here's -- here's my -- my  
9 concern, regardless of what the appellate division says  
10 here about Alexander M's allegation against Chantelle  
11 Cleary and I assume it says something along the lines that  
12 Ms. Cleary did bad things --.

13 MR. CASTIGLIONE: Well, it was findings by the  
14 court.

15 THE COURT: Yes.

16 MR. CASTIGLIONE: So the court reviewed and made  
17 judicial findings about certain actions.

18 THE COURT: Okay. My -- and let says an article  
19 of faith say, Chantelle Cleary in the matter involving  
20 Alexander M acted inappropriately, let's, as an article of  
21 faith, say that. Of what relevance is that to this claim?

22 MR. CASTIGLIONE: Ms. Cleary, you'll -- there's  
23 other evidence showing that Ms. Cleary was -- was clearly  
24 biased against my client from the outset. And --.

25 THE COURT: Well, that may be well and good, but



1       that evidence isn't yet in front of me and not defending  
2       the fact that I could take judicial notice of an early  
3       decision involving this person. I don't think it's  
4       relevant to these proceedings.

5               MR. CASTIGLIONE: Well, the other issue would be  
6       the specific allegations and the specific findings by the  
7       Third Department about what happened factual behavior. I  
8       would like to ask the witness if they were ever -- if  
9       there was any investigation concerning those facts, those  
10      actions?

11             THE COURT: Well, I might allow a limited line  
12      of inquiry, but I'm not going to take judicial notice of  
13      this and if it's an application to move this into evidence  
14      based upon that, it's denied.

15             MR. CASTIGLIONE: Okay.

16             THE COURT: Okay.

17             MR. CASTIGLIONE: Would I be able to read --  
18      ask questions about some issues raised in here?

19             THE COURT: And then follow it up with what type  
20      of question.

21             ME. CASTIGLIONE: Yes. Whether they were  
22      investigated by SUNY Albany?

23             THE COURT: I'll allow a limited inquiry to  
24      that.

25             MR. ROTONDI: Your Honor, (unintelligible)

1 getting into evidence?

2 THE COURT: No.

3 MR. ROTONDI: If it's --.

4 THE COURT: I think, to the extent that counsel,  
5 I believe is attempting to convey to the court as I think  
6 he's done in this line of questioning that the traditional  
7 handling of a complaint of this claimant was out of the  
8 ordinary, I will permit that. And that's why I am  
9 permitting it. I'm not -- and that's the reason I would  
10 permit it, Mr. Rotondi.

11 MR. ROTONDI: Permit questions based on  
12 something that's not in evidence, I'm just confused, it's  
13 not admitted into evidence.

14 THE COURT: Well, he can -- he can refer to it  
15 and say, are you -- do you remember that instance and this  
16 happened and so on and so forth. So let's see where the  
17 line of inquiry goes. But the exhibit is not in evidence,  
18 ask a series of questions and I'll entertain any objection  
19 as they go.

20 MR. CASTIGLIONE: So I'll just close that book  
21 so it's not on the screen.

22 BY MR. CASTIGLIONE: (Cont'g.)

23 Q. Do you recall in your time, you were -- strike that.  
24 You were head of H.R. for what years?

25 A. 2000 -- October 2015 through May of 2020.

1 Q. Okay. Do you recall ever -- ever investigating any  
2 complaints relative to Chantelle Cleary altering facts that  
3 were reported to her as part of her investigation into sexual  
4 harassment allegations?

5 A. No, I'm not aware.

6 Q. Are you aware of whether SUNY H.R. had ever  
7 investigated allegations about Ms. Cleary changing wording of a  
8 complaint as part of her report of information reported to her?

9 A. No, I'm not aware.

10 Q. Are you aware of whether Ms. Cleary there were ever  
11 any complaints against her that were investigated by H.R. where  
12 Ms. Cleary was accused of -- strike that.

13 Where Ms. Cleary was acting aggressively raising her voice  
14 and physically leaning towards --?

15 THE COURT: All right. That's enough, Counsel.

16 We have a situation here where an Article Nine  
17 investigation contemporaneously or parallel took place  
18 which additionally became unfounded. So I've heard enough  
19 on this line of questioning.

20 MR. CASTIGLIONE: Okay, Your Honor, thank you.

21 BY MR. CASTIGLIONE: (Cont'g.)

22 Q. If I could show you what's been marked as Claimant's  
23 Exhibit in evidence Forty-four, which is a letter dated August  
24 10, 2018 from you to Dr. Alaei. Sorry, it's sliding, if you  
25 can take a look at that.

1 THE COURT: Question.

2 BY MR. CASTIGLIONE: (Cont'g.)

3 Q. Do you recall this document?

4 A. Yes.

5 Q. Okay. Is it fair to say this document reflects SUNY  
6 Albany making -- conveying its determination to terminate Dr.  
7 Alaei's appointment effective August 10, 2018?

8 A. It looks like your salary will be paid for the  
9 remainder through August of 2019. But yes, I believe August  
10 10th, would -- would have been the termination date.

11 Q. Okay. Were you involved in the determination by  
12 University at Albany to terminate Dr. Alaei's appointment as  
13 reflected in that letter?

14 A. No.

15 THE COURT: (unintelligible).

16 MR. CASTIGLIONE: Sure.

17 BY MR. CASTIGLIONE: (Cont'g.)

18 Q. Did you participate in the merits of discussing the  
19 termination of Dr. Alaei's termination as reflected in that  
20 letter?

21 A. The only information that I'm provided is that our  
22 investigation found it was unfounded for any -- any claims  
23 against him.

24 Q. So in other words, you didn't provide any input on  
25 deciding to terminate Dr. Alaei's employment that decision was

1 made by somebody else and conveyed to you?

2 A. Yes, it was.

3 Q. Okay. Were you ever told why the decision was made  
4 to terminate Dr. Alaei's employment as reflected in the exhibit  
5 in front of you?

6 A. No, I was not.

7 Q. Okay. Do you know who was involved in making the  
8 determination to terminate Dr. Alaei's appointment?

9 A. I don't know all the individuals who may have been  
10 involved, that would have been a decision that would have come  
11 down through the president's office.

12 Q. Okay. Would the Provost, Provost James Stellar been  
13 involved in that to your knowledge?

14 THE COURT: Do you know?

15 THE WITNESS: I don't know.

16 BY MR. CASTIGLIONE: (Cont'g.)

17 Q. Okay. Do you recall a time where University at  
18 Albany had initiated non-renewal for -- non-renewal for Dr.  
19 Alaei's appointment?

20 A. Could you repeat that again?

21 Q. Sure. Do you recall a time where SUNY Albany or  
22 University at Albany initiated non-renewal of Dr. Alaei's  
23 appointment? In other words, do you recall when they started  
24 initiating non-renewal for Dr. Alaei?

25 A. Yes.

1 Q. Okay.

2 A. Yes.

3 Q. I refer you -- I'm referring to you what's into  
4 evidence as Claimant's Exhibit Fifty-four, it says determine --  
5 term appointment renewal notice reminder dated May 1, 2018 to  
6 Harvey Charles from Human Resources and then there was a form  
7 attached. Do you recall seeing this form?

8 A. I believe so, it was -- it would have been issued by  
9 one of the staff that handles the -- the paperwork.

10 Q. Okay. So you don't know if you were directly  
11 involved in preparing it but somebody from H.R. probably did?

12 A. Somebody from H.R. would have prepared it, based on  
13 information received from either Dr. Charles or Dr. Hedberg,  
14 Bill Hedberg.

15 Q. Okay. Do you recall why the non-renewal process  
16 started as to Dr. Alaei around this time of --?

17 THE COURT: Why it started?

18 MR. CASTIGLIONE: Yes.

19 THE WITNESS: Why it started or when?

20 BY MR. CASTIGLIONE: (Cont'g.)

21 Q. Why, I said -- I'll -- strike that.

22 Do you recall why the renewal process started as to Dr.  
23 Alaei that initiated around this May 1, 2018 appointment  
24 renewal notice?

25 A. I don't know the reasons behind it.

1 Q. So nobody ever told you why University of Albany was  
2 seeking to start to non-renew Dr. Alaei?

3 A. I would be speculating.

4 Q. Okay.

5 THE COURT: No.

6 MR. CASTIGLIONE: No, I said, okay, I  
7 understood, sorry.

8 THE COURT: Don't speculate.

9 THE WITNESS: Okay.

10 BY MR. CASTIGLIONE: (Cont'g.)

11 Q. Back to the August 10 letter, regarding Dr. Alaei's  
12 termination.

13 THE COURT: Is that Forty-four?

14 MR. CASTIGLIONE: Forty-four.

15 BY MR. CASTIGLIONE: (Cont'g.)

16 Q. Do you recall having a meeting with Dr. Alaei that  
17 day? Excuse me, do you recall having a meeting with Dr. Alaei  
18 the day before on August 9?

19 A. Yes.

20 Q. And Brian Selchick attended, I also attended.

21 A. Yeah, there was -- I had two meetings with Dr. Alaei.

22 Q. When was the first meeting?

23 A. I don't know the date.

24 Q. About May, 2018.

25 A. I believe they were a Thursday and a Friday.

1 Q. Was that the first meeting about May, 2018. Is that  
2 fair to say?

3 A. No, I'm thinking August.

4 THE COURT: Were you testifying -- did you just  
5 testify you met the doctor on back-to-back days?

6 THE WITNESS: Yes.

7 THE COURT: Okay. That's what he just said.

8 MR. CASTIGLIONE: Okay.

9 BY MR. CASTIGLIONE: (Cont'g.)

10 Q. Sorry. Let me clarify. As to this letter, August  
11 10, 2018. Do you recall having a meeting with Dr. Alaei, the  
12 day before this letter was issued?

13 A. I had a meeting with him. I believe it was the day  
14 before this letter was issued. I just -- I recall two meetings  
15 with Dr. Alaei in August. I believe one was in the  
16 (unintelligible).

17 THE COURT: (unintelligible)

18 MR. CASTIGLIONE: Sure.

19 THE COURT: -- received under the basis that it  
20 was on back-to-back days? You don't have to belabor that  
21 point.

22 BY MR. CASTIGLIONE: (Cont'g.)

23 Q. All right. If I can refer you to Claimant's Exhibit  
24 Forty-two, which is in evidence, it's identified as a  
25 counseling memorandum to Dr. Alaei from Randy Stark and others.



1 THE COURT: Including Brian Selchick.

2 BY MR. CASTIGLIONE: (Cont'g.)

3 Q. Including Brian Selchick.

4 THE COURT: What exhibit number is this?

5 MR. CASTIGLIONE: This is Exhibit Forty-two.

6 THE COURT: Okay.

7 BY MR. CASTIGLIONE: (Cont'g.)

8 Q. If you could take a look at this document and this  
9 document says in part this memorandum is intended to summarize  
10 the counseling session that occurred on August 9th, 2018. Does  
11 that refresh your recollection that there was a counseling  
12 session meeting with Dr. Alaei on August 9, 2018?

13 A. Yes, it does.

14 Q. Okay. And so going back to Exhibit Forty-four. This  
15 is a letter dated August 10, 2018, the next day.

16 A. Correct.

17 Q. Okay. So going back to the counseling session  
18 meeting.

19 A. Uh-huh.

20 Q. Do you recall meeting with Dr. Alaei, to explain to  
21 Dr. Alaei the results or findings of the disciplinary  
22 investigation?

23 A. Yes, I do.

24 Q. And do you recall did you explain to Dr. Alaei that  
25 there was no discipline going to be imposed and that he was to

1 return to work?

2 A. Yes.

3 Q. Okay. And on August 10th, 2018, do you recall  
4 contacting Dr. Alaei or H.R. contacting Dr. Alaei and advising  
5 him to meet with you about this letter?

6 A. Yes.

7 Q. Okay. And so Dr. Alaei came, met with you, you hand  
8 him this letter and advised him it was terminating his  
9 appointment?

10 A. Yes.

11 Q. Okay. As to the -- the non-renewal as of 2018, did  
12 you have prior experience with the non-renewal process for  
13 employees -- in faculty, you know, any type of employee at --  
14 at University at Albany?

15 A. Yes.

16 Q. Is it generally, in most instances, the supervisor of  
17 the employee who initiates non-renewal?

18 A. Yes, it is.

19 Q. Is it within the job responsibilities or authority of  
20 H.R. to initiate non-renewal?

21 A. No, it's not.

22 Q. Okay. Do you recall whether when this investigation  
23 started in February 2018, if Dr. Alaei was a member of the  
24 United University Professions?

25 A. (unintelligible) that he was a member, yes.

1 Q. Okay. And as being a member, he had certain rights  
2 generally under the U.U.P. agreement, we had referred to  
3 earlier?

4 A. That's correct.

5 Q. Okay. And as part of the process, it was your job to  
6 make sure that, you know, that agreement was followed and to  
7 identify any violations?

8 A. Yes.

9 Q. Do you recall as part of the non-renewal process, an  
10 issue being raised about whether Dr. Alaei's employment term  
11 required an additional year or two years of payment or  
12 compensation?

13 A. Yes, I did.

14 Q. Okay. Would it be part of your usual job  
15 responsibilities to determine compensation owed to employees  
16 that were being non-renewed?

17 A. No, whatever would have been stipulated in the  
18 agreement, was what would have been followed unless there was a  
19 contract that may have superseded what was in the -- in the  
20 contract.

21 Q. Do you -- do you have any recollection of what the  
22 payment terms were for Dr. Alaei for his position at that time?

23 A. There was, other than what was in, I believe, the  
24 initial contract, but didn't quite understand in terms of, you  
25 know, what the salary continuation might be if the contract was

1 or if employment was severed.

2 Q. If I can refer you to Claimant's Exhibit One, if you  
3 can just take a quick look at this that's in evidence, the  
4 letter dated April 16, 2014.

5 A. Uh-huh.

6 Q. Do you have any recollection of this being an  
7 appointment letter for Dr. Alaei?

8 A. Yes, it wasn't issued when I was there. But I recall  
9 seeing this.

10 Q. And were you familiar at the time of the non-renewal  
11 for Dr. Alaei if that process was going forward of the term  
12 Evergreen?

13 A. When Evergreen -- I became aware of Evergreen when  
14 this process began. I was unaware of it prior to that.

15 Q. Okay. Do you recall Dr. Alaei's union representative  
16 named Maureen Seidel?

17 A. Do I recall her? Yes.

18 Q. Yes.

19 A. Yes.

20 Q. Okay. Do you recall during the time of Dr. Alaei's  
21 representation, having email communications with her about the  
22 Evergreen appointment and whether Dr. Alaei was entitled to,  
23 you know, two additional years versus one?

24 A. There may have been correspondence with regards to  
25 the Evergreen again, that was something, it was a new term, if

1 you will, to me and my understanding was it is something that  
2 ... occur that often.

3 Q. Had you dealt with it before in your capacity as H.R.  
4 in determining employee entitlement to compensation?

5 A. No, no, not Evergreen, no.

6 Q. Okay. So ultimately, based on your investigation,  
7 you had determined there was -- the allegations about sexual  
8 harassment were unfounded and there was no basis otherwise of  
9 any policy violations or reason to impose just discipline?

10 MR. ROTONDI: Objection, Your Honor, leading.

11 THE COURT: Asked and answered already.

12 Sustained on that basis.

13 MR. CASTIGLIONE: Do you want me to ask it again  
14 or --

15 THE COURT: That would be the third time.

16 MR. CASTIGLIONE: Seeing if he was responding,  
17 but I can refer him back to --.

18 THE COURT: He answered that question  
19 previously.

20 MR. CASTIGLIONE: Okay.

21 BY MR. CASTIGLIONE: (Cont'g.)

22 Q. So in July, I'm referring to -- I'm referring to  
23 Claimant's Exhibit Thirty-nine, you had ultimately made a  
24 determination that allegations were unfounded. And you had  
25 communicated those to the president and president's office

1 through Mr. Szelest. Is that correct?

2 A. That's correct.

3 Q. Okay. And then after communicating those to the  
4 president's office, did the president's office provide any  
5 response to you about the process for dealing with the  
6 investigation?

7 A. I don't recall.

8 Q. Okay. Do you recall ultimately a decision being made  
9 about whether Dr. Alaei was entitled to one year or two years  
10 of compensation?

11 A. I don't recall what the final -- what the final  
12 decision was.

13 Q. Okay.

14 THE COURT: Were you involved in that decision?

15 THE WITNESS: No.

16 BY MR. CASTIGLIONE: (Cont'g.)

17 Q. Based on your understanding of the U.U.P. at the  
18 time, after an employee is terminated and is term --  
19 terminated. But he claims he's entitled to more money than  
20 what the university is giving him. Is that something that's a  
21 grievable process under the U.U.P.?

22 A. I don't know for sure. But it may be something in  
23 the contract that would allow for that, I don't know for sure.

24 THE COURT: I don't think you need to ask any  
25 additional questions on that, Counsel, the U.U.P.

1 agreement and especially since this witness answered he's  
2 not sure. Especially -- the agreements in evidence, I  
3 could read it and determine for myself whether or not  
4 there is a grievable point.

5 MR. CASTIGLIONE: Sure. I was going to refer to  
6 specific language and see if he has any recollection.

7 THE COURT: Just -- you can call the court's  
8 attention to the section you're interested in, what is it?

9 MR. CASTIGLIONE: It's Section 7.2, which is  
10 grievance procedure 7.1 purpose, then Section 7.2 provides  
11 definitions about what is grievable.

12 THE COURT: Correct. I don't need you to show  
13 them to him and have him interpret the contract for me.

14 BY MR. CASTIGLIONE: (Cont'g.)

15 Q. Do you recall as part of the termination process and  
16 determination about what monies Dr. Alaei may have been  
17 entitled to or not, whether there was any discussion about  
18 whether he would also be entitled to benefits besides just  
19 salary?

20 A. I don't recall.

21 Q. So referring back to Claimant's Forty-four. This  
22 identifies that salary was being paid out for two thousand --  
23 the year 2019. Would that payout include benefits or any other  
24 non-salary related components?

25 A. I don't believe so.

1 Q. So that would just be straight salary?

2 A. I believe so.

3 Q. Okay. So I want to ask you in nine -- or 2018, do  
4 you know how many employees at SUNY Albany that you would be  
5 dealing with as H.R. that were members of the U.U.P.?

6 A. That are members of the U.U.P.?

7 Q. Yeah, at that time.

8 A. It was between two thousand and twenty-five hundred.

9 Q. Okay. And of those two thousand or twenty-five  
10 hundred, do you know how many of those employees had their  
11 contracts approved by the New York State Comptroller's office?

12 A. I don't know who approves them.

13 Q. Did H.R. have any process set in place for having  
14 appointment letters for -- or contracts for employees to be  
15 approved by the State comptroller's office?

16 A. That's what I'm aware of, I was never involved with  
17 the State comptroller's office.

18 Q. Are you aware of any contract issued -- any contract  
19 or appointment letter ever being approved by the State  
20 comptroller's office for U.U.P. member?

21 A. No.

22 Q. Do you recall University at Albany refusing to pay  
23 any U.U.P. member for their contract or appointment because it  
24 wasn't approved by the comptroller's office?

25 THE COURT: Well, he said he had no contacts



1 with the comptroller's office.

2 MR. CASTIGLIONE: No, I understand. But I'm  
3 asking him if he -- if he's aware of whether SUNY Albany  
4 ever refused to pay any U.U.P. employee at that time  
5 because they did not have their contract or appointment  
6 approved by the comptroller's office?

7 THE COURT: Do you know that?

8 THE WITNESS: No.

9 BY MR. CASTIGLIONE: (Cont'g.)

10 Q. They're not aware of any such situation?

11 A. That we had no -- had no involvement whatsoever  
12 personally or that my department had with the controller's  
13 office.

14 Q. Do you recall anyone ever raising with H.R. during  
15 your time there about being told they would not be paid because  
16 their contract was not approved by the comptroller's office?

17 A. I don't recall.

18 Q. So you don't recall that ever being raised?

19 A. No.

20 MR. CASTIGLIONE: That's all. Thank you, Your  
21 Honor.

22 THE COURT: Okay. Cross examination?

23 MR. CASTIGLIONE: No questions, Your Honor.

24 THE COURT: Okay. Mr. Stark, please put your  
25 mask on. Off the record, Joe.

1 (Off the record, 12:28:39 to 13:31:55)

2 THE MONITOR: On the record.

3 THE COURT: Good afternoon. We reconvened after  
4 the luncheon recess in the matter of Dr. Kamiar Alaei v  
5 State of New York, University of New York at Albany et al.  
6 It is claim number one three two five five four. And we  
7 are about to commence the afternoon session. All parties  
8 are present including Claimant.

9 So Mr. Castiglione, could you please call the  
10 Plaintiff's next witness?

11 MR. CASTIGLIONE: Yes, Your Honor. The Claimant  
12 calls Brian Selchick.

13 THE COURT: Mr. Selchick, can you come up and  
14 stand in the witness box over here, sir.

15 MR. SELCHICK: Yes.

16 THE COURT: Keep your mask on, there's a shield  
17 right in front of you. Please place the shield on before  
18 you take your mask off. Put the shield on and then remove  
19 your mask. And now you're going to be sworn, if you could  
20 raise your right hand.

21 THE MONITOR: Raise your right hand. Do you  
22 solemnly swear the testimony you're about to give is the  
23 truth, the whole truth and nothing but the truth so help  
24 you God?

25 MR. SELCHICK: I do.

1 WITNESS; BRIAN SELCHICK; Sworn

2 THE MONITOR: Be seated, state and spell your  
3 name for the record.

4 THE WITNESS: My name is Brian Selchick, B-R-I-  
5 A-N S-E-L-C-H-I-C-K.

6 THE COURT: First name is B-R-I-A-N?

7 THE WITNESS: That's correct.

8 THE COURT: Okay. That does not amplify your  
9 voice, it just records your voice so speak up please.

10 THE WITNESS: Understood, Judge.

11 THE COURT: Counsel, your witness.

12 MR. CASTIGLIONE: Thank you.

13 DIRECT EXAMINATION BY MR. CASTIGLIONE:

14 Q. Good afternoon, Mr. Selchick. Can you identify for  
15 the court in February 2018, who you were employed by?

16 A. The State University of New York, University at  
17 Albany.

18 Q. And what was your position at the time?

19 A. At the time, I was the Employee Relations Specialist  
20 for the University at Albany.

21 Q. Okay. And were you -- who are you reporting to in  
22 your position at the time?

23 A. Randy L. Stark, the Associate Vice President for  
24 Human Resources.

25 Q. And can you explain to the court, your basic job

1 responsibilities in your role at that time?

2 A. Yes. My job entailed essentially fostering a  
3 positive relationship between the university and its unionized  
4 workforce, including but not limited to all of the employees  
5 covered by collective bargaining agreements, that would include  
6 approximately five thousand employees, as well as enforcing and  
7 making sure that university complies with those collective  
8 bargaining agreements.

9 Q. And are you familiar -- strike that, I'm sorry.  
10 What's your current employment position?

11 A. I'm currently employed at University at Albany.

12 Q. And what's the position there?

13 A. I hold the title and position of Director of Employee  
14 Relations.

15 Q. So you're now director of basically Human Resources  
16 at SUNY Albany?

17 A. No.

18 Q. Okay. Can you explain to me your position today?

19 A. So my role as director of employee relations is I'm  
20 in charge of employee relations, which includes the collective  
21 bargaining agreements, disciplinary investigations, contract  
22 grievances and proper practice charges as well as training.

23 Q. Okay.

24 THE COURT: It's not the position -- the  
25 position you now hold is not the position that Mr. Stark

1 held back in '18?

2 THE WITNESS: That's correct.

3 THE COURT: It is not?

4 THE WITNESS: Correct.

5 THE COURT: Okay. The position you now hold  
6 just for my own curiousness, who held that position in  
7 '18?

8 THE WITNESS: No one.

9 THE COURT: It's a different, it's a new  
10 position?

11 THE WITNESS: Correct.

12 THE COURT: Okay. And you started in that new  
13 position when?

14 THE WITNESS: In October of '19, Judge.

15 THE COURT: October of '19. Okay. Mr.  
16 Castiglione.

17 MR. CASTIGLIONE: Thank you, Your Honor.

18 BY MR. CASTIGLIONE: (Cont'g.)

19 Q. In your position in February 2018, did your position  
20 involve addressing employee salary or benefit entitlements, if  
21 there were any questions by employees about what they were  
22 entitled to?

23 A. Only if filed by contract grievance.

24 Q. I'm sorry. Can you explain that?

25 A. So no would be the answer.

1 Q. Okay. Did you deal with any employee salary issues  
2 at that time?

3 A. Yes.

4 THE COURT: Did I take your previous answer to  
5 mean that if an employee had a salary dispute that was  
6 covered by the collective bargaining agreement, then and  
7 only then would you be involved?

8 THE WITNESS: That's correct, Judge.

9 MR. CASTIGLIONE: Okay. Thank you, Your Honor.

10 BY MR. CASTIGLIONE: (Cont'g.)

11 Q. Do you recall -- or strike that. Are you aware of a  
12 document identified as agreement between United University  
13 Professors Professions and the State of New York from July 11 -  
14 - from July 2011 to July 2016 and I'll show it to you. It is -  
15 -

16 THE COURT: It's the collective bargaining  
17 agreement, are you familiar with it?

18 THE WITNESS: I am, Judge.

19 BY MR. CASTIGLIONE: (Cont'g.)

20 Q. And I'm showing you generally, first page of this  
21 agreement. And this is identified as Claimant's Five, do you  
22 recall that this was the version of the U.U.P. agreement, I'll  
23 refer to it as in 2018. This is -- was this the controlling  
24 U.U.P. agreement?

25 A. I do not believe it was.

1 THE COURT: I'll ask a question. It was in 2018  
2 between the date that that document is dated of  
3 (unintelligible) 2016. And it was while the new contract  
4 is still being negotiated, that was subsequently adopted  
5 after 2018. Would that document we just saw have been in  
6 effect?

7 THE WITNESS: Yes.

8 BY MR. CASTIGLIONE: (Cont'g.)

9 Q. So if I could just refer you to page eight of your  
10 deposition, just to refresh your recollection or try to. It  
11 says, are you familiar -- I've identified with -- the document  
12 identified as agreement between United University Professions  
13 and the State of New York, this one here, particularly from  
14 July 2011 to July 2016.

15 A. I am familiar with this agreement as well as its, you  
16 know, predecessor preceding it

17 Q. Is this the agreement that's still in place between  
18 SUNY Albany and its employees?

19 Q. No, the current applicable collective bargaining  
20 agreement is effective July 16 to, I want to say, I'm not sure  
21 exactly but somewhere in the middle of 2022.

22 Q. And do you recall this agreement that I'm showing you  
23 here as Exhibit K was the agreement in effect in 2018.

24 A. I do and it was -- no, so I don't believe it was,  
25 okay, my apologies.

1 MR. CASTIGLIONE: So I apologize, strike that,  
2 Your Honor.

3 BY MR. CASTIGLIONE: (Cont'g.)

4 Q. If there was no collective bargaining agreement in  
5 2018, would the predecessor still be in place?

6 A. Yes.

7 Q. Okay. So if in 2018, there was no agreement here and  
8 this was the predecessor, this would be the agreement in place?

9 A. That's correct.

10 Q. Okay. And you had responsibilities in your job  
11 duties in 2018, dealing with U.U.P. related matters. Is that  
12 fair to say?

13 A. Yes.

14 Q. Okay. If I can refer you to the letter on the  
15 screen, which is claiming -- Claimant's Exhibit Eight, take a  
16 look at this. And it'll show up on the monitor there. Switch  
17 over the next page.

18 THE COURT: Question.

19 BY MR. CASTIGLIONE: (Cont'g.)

20 Q. Do you recall this document?

21 A. I do.

22 Q. Okay. And so you're aware that there came a time  
23 when Dr. Kamiar Alaei was put on alternative assignment in  
24 February 2018?

25 A. Yes.



1 Q. Okay. Were you involved in the -- strike that. This  
2 letter references a disciplinary investigation. Were you  
3 involved in the disciplinary investigation concerning Dr.  
4 Alaei?

5 A. Yes.

6 Q. Okay. Can you explain to me generally, what your  
7 role was in that investigation?

8 A. My role was to collect evidence documentary, as well  
9 as witness statements and to review policies, procedures, as  
10 well as to effectuate the collective bargaining agreement  
11 disciplinary procedure.

12 Q. Okay. And was it just you and Mr. Randy Stark from  
13 Human Resources working on that?

14 A. No.

15 Q. Who else was working on it?

16 A. There was a collaborative investigation between the  
17 Title Nine Office and the Office of Human Resources.

18 Q. And what --.

19 THE COURT: Title Nine and what?

20 THE WITNESS: The Title Nine office and the  
21 Office of Human Resources, Judge.

22 THE COURT: Your office?

23 THE WITNESS: Yes.

24 THE COURT: Question.

25 BY MR. CASTIGLIONE: (Cont'g.)

1 Q. So for your office, it was you and Randy Stark, in  
2 the Title Nine office, it was Chantelle Cleary. Is that  
3 accurate?

4 A. That's correct.

5 Q. Okay. Were you the primary individual conducting the  
6 investigation on behalf of Human Resources?

7 A. Yes.

8 Q. Okay. As of 2008, how many disciplinary  
9 investigations have you been involved with up to that point,  
10 I'm sorry, 2018?

11 A. Approximately three hundred and eight cases a year,  
12 give or take.

13 THE COURT: You sure it's not three hundred and  
14 nine, sir? Approximately three hundred and eight.

15 THE WITNESS: Approximately, Judge.

16 THE COURT: Okay.

17 BY MR. CASTIGLIONE: (Cont'g.)

18 Q. As of February 2018, how many alternative assignments  
19 have you been involved with, if you recall?

20 A. A handful, you know, somewhere or in the neighborhood  
21 of five or so.

22 Q. Okay. As to Dr. Alaei, do you recall if there was  
23 any formal complaint registered with SUNY Albany, Title Nine  
24 office or with H.R.?

25 A. Formal complaint, no.

1 Q. What about an informal complaint?

2 A. Yes.

3 Q. Excuse me?

4 A. Yes.

5 Q. Okay. If I can refer you --.

6 THE COURT: What is the formal complaint from an  
7 informal complaint?

8 THE WITNESS: A written filing, Judge.

9 THE COURT: And what constitutes an informal  
10 complaint?

11 THE WITNESS: Typically a verbal report or a  
12 third party report, Judge.

13 THE COURT: Okay. Go ahead, Counsel.

14 BY MR. CASTIGLIONE: (Cont'g.)

15 Q. If I can refer you to what's in evidence as  
16 Claimant's Exhibit Forty-one. There's a series of emails here.  
17 It's between you and a Tricia George and Randy Stark. Is  
18 Tricia George -- at the time is somebody with Title Nine  
19 office?

20 A. Yes.

21 Q. Do you recall, if you take a look at this, you're  
22 inquiring whether an informal or formal complaint against Dr.  
23 Alaei had been filed per Title Nine or university policy and  
24 the response was there was no record of any informal or formal  
25 complaint?

1 THE COURT: That's the question, Counsel? Yeah.

2 BY MR. CASTIGLIONE: (Cont'g.)

3 Q. So is this -- is this email consistent with -- I'm  
4 sorry, is this email record that you wrote that there was no  
5 formal or informal complaint at the time against Dr. Alaei as  
6 of July 9, 2018?

7 A. No, I didn't write this.

8 THE COURT: So you were asking if there was a  
9 informal or a formal complaint?

10 THE WITNESS: I see. It was -- it appears to be  
11 Randy's understanding that there was none.

12 THE COURT: As well as Title Nine saying, I  
13 don't see any record of an informal or formal complaint.

14 THE WITNESS: That's correct.

15 THE COURT: Okay.

16 BY MR. CASTIGLIONE: (Cont'g.)

17 Q. If I can refer you to Exhibit Thirty-nine. This is  
18 Claimant's Thirty-nine in evidence, identified as an email from  
19 Valerie Ayers, excuse me, an email from Randy Stark to Valerie  
20 Ayers. You're also C.C.'ed on there. It says, counseling memo  
21 for K.A. This email identifies it was a struggle writing in  
22 this there wasn't really anything announced, as the sexual  
23 misconduct allegations were unfounded.

24 You agreed with Mr. Stark's opinion that the sexual  
25 misconduct allegations were unfounded?

1 A. I did.

2 Q. Okay. And did ultimately Human Resources explained  
3 that to the president's office that there was no basis to  
4 impose just or excuse me, no just cause to impose discipline  
5 against Dr. Alaei, based on the findings of the Human Resource  
6 investigation?

7 A. No, we advise that we could prove by a preponderance  
8 of the evidence that a violation.

9 Q. Okay.

10 THE COURT: You advise, who did that?

11 THE WITNESS: I advised Mr. Stark.

12 THE COURT: Mr. --.

13 THE WITNESS: Mr. Randy Stark.

14 THE COURT: Okay.

15 BY MR. CASTIGLIONE: (Cont'g.)

16 Q. If I can refer you to your transcript page one o  
17 seven. When we're talking about the findings, I asked, are you  
18 aware of, does your office ever communicate these findings  
19 about allegations being unfounded to the president's office,  
20 your answer was, we did. It was framed in the way that we, you  
21 know, to be blunt, that we didn't have it, you know, that there  
22 was not sufficient evidence and that we did not feel we had  
23 just cause.

24 THE COURT: So what's the question?

25 BY MR. CASTIGLIONE: (Cont'g.)

1 Q. Is that an accurate reflection of your testimony from  
2 your deposition, if you recall?

3 A. It is.

4 Q. Okay. So as to the process for Dr. Alaei during  
5 alternative assignment, do you recall that Dr. Alaei had his  
6 card and key access removed when he was placed on alternative  
7 assignment?

8 A. I did.

9 Q. And do you recall -- strike that. It's not typical  
10 to remove current key access for employees on an alternative  
11 assignment at that point. Isn't that correct?

12 A. The situation over it is atypical.

13 Q. Okay. And were you and Mr. Stark actually directed  
14 to do so by the president, Havidan Rodriguez?

15 A. That's correct.

16 Q. Okay. Did President Rodriguez also direct that you  
17 and Mr. Stark remove Dr. Alaei's access to his SUNY Albany  
18 email account?

19 A. Yes.

20 Q. And wasn't that also atypical at the time for  
21 somebody on an alternative assignment?

22 A. Yes.

23 Q. Was there any -- is there any basis in the U.U.P.  
24 agreement at that time for removing Dr. Alaei's access to his  
25 email account?

1 A. Say again.

2 Q. Sure. Is there any basis under the U.U.P. agreement  
3 at that time to remove Dr. Alaei's access to his email account?

4 A. There's nothing, no.

5 Q. Okay. What about as to removing information or  
6 changing references to Dr. Alaei on the G.I.H.H.R. website?

7 A. Nothing specific.

8 Q. Okay. Were any concerns conveyed to you at the time  
9 or H.R. that Dr. Alaei was using his email improperly or  
10 violating SUNY policy?

11 A. We did receive some concern of that.

12 Q. About him using his email?

13 A. About communications that he made from the  
14 (unintelligible).

15 Q. So can you explain to me what communications you're  
16 referring to about what email, what issue with email access  
17 there was?

18 A. So the concern was presented to us by students at  
19 large that they were under the impression and belief that  
20 Kamiar was aware that Arash, his brother should not be having  
21 contact with them or with others. And they -- there was a  
22 belief that he was assisting and/or facilitating in that by  
23 email.

24 Q. Do you know Dr. Kamiar Alaei was not the supervisor  
25 of Arash Alaei during that time you're raising?

1 A. Yes.

2 Q. And do you know that Harvey Charles had never  
3 directed Dr. Alaei not to allow his brother to have  
4 communications with anybody?

5 A. I don't know that for sure.

6 Q. Okay. Did you ever ask Dr. Charles that?

7 A. I had a conversation with him about it. I don't  
8 recall specifically.

9 Q. If I can refer you to -- if I can refer you to  
10 Exhibit Forty-three, Exhibit Forty-three, which is in evidence.

11 THE COURT: Microphone, Counsel.

12 MR. CASTIGLIONE: Sorry, Your Honor.

13 BY MR. CASTIGLIONE: (Cont'g.)

14 Q. Exhibit Forty-three, which is in evidence as emails  
15 between Harvey Charles and Arash Alaei. First dated June 13th,  
16 2017 and June 14th. Do you recall in 2017 was Arash Alaei and  
17 alternative --?

18 A. He was not.

19 Q. In 2017, he was not?

20 A. Correct.

21 Q. Okay. Was Harvey Charles, his supervisor in 2017?

22 A. He was not.

23 Q. Okay. This email on my report communications with  
24 intern from Arash Alaei. He says in part, as you know, I've  
25 been assigned to work remotely to develop grant proposals and



1 report to you, writing grants is a progressive effort and time  
2 consuming, giving it takes time to identify --.

3 THE COURT: That's not on the screen.

4 MR. CASTIGLIONE: I'm sorry.

5 THE COURT: Go ahead and start over.

6 MR. CASTIGLIONE: Sure.

7 BY MR. CASTIGLIONE: (Cont'g.)

8 Q. So the bottom email June 13th, from Arash Alaei to  
9 Harvey Charles, I hope this email finds you well, as you know,  
10 I've been assigned to work remotely to develop grant proposals  
11 and send reports to you. Writing grant is a progressive effort  
12 and time consuming given it takes time to identify relevant  
13 grant opportunities and develop grants.

14 Could you please advise me how quickly you want me to send  
15 a regular report in order to have a more tangible output? He  
16 talks about a weekly, monthly report, he then adds, in  
17 addition, I just want to --.

18 THE COURT: (unintelligible).

19 MR. CASTIGLIONE: Excuse me?

20 THE COURT: (unintelligible).

21 MR. CASTIGLIONE: Sorry.

22 BY MR. CASTIGLIONE: (Cont'g.)

23 Q. He says, in addition, I just want to inform you that  
24 I need to have Skype communication with some person, another  
25 person and another person. They're identified as students.

1 And then the University at Albany alumni. He also says our  
2 G.I.H.H.R.s interns and I need to have meetings with them to  
3 develop grant proposals.

4 Harvey Charles responds, I've inquired of H.R. and  
5 awaiting advice on this matter. I'll be in touch after I hear  
6 something. Do you recall that Harvey Charles was communicating  
7 with Arash Alaei regarding communications with interns and  
8 students and people at SUNY Albany?

9 A. What I can see here, Counsel, this predates my  
10 appointment at the University.

11 Q. No, I understand. But you had said that students  
12 were raising concerns about my client allowing his brother to  
13 have communications with people at SUNY. And my question was,  
14 were you aware, I'm sorry, that Arash Alaei was having  
15 conversations with Harvey Charles, about whether he could  
16 contact people at SUNY.

17 A. I was not.

18 Q. And are you aware -- did this email ever was -- was  
19 it ever -- strike that. Did H.R. ever come across this email  
20 as part of its investigation concerning my client?

21 A. I don't recall.

22 Q. Okay. Did anybody ever ask during the investigation,  
23 whether Harvey Charles was having conversations with Arash at  
24 the time about communications with students?

25 A. Specifically, I don't recall.

1 Q. Okay. So was there ever any concerns about my client  
2 using his email inappropriately? So I'm not referring to Arash  
3 Alaei having communications or whatnot. But my client actually  
4 using his email in an inappropriate manner.

5 A. (unintelligible).

6 Q. Can you explain to me what you mean?

7 THE COURT: Well, I think he previously  
8 testified that there was concerns expressed as a -- and  
9 (unintelligible) the Claimant was allowing his brother who  
10 was otherwise barred from such access to utilize the  
11 Claimant's email access. Is that the summary?

12 THE WITNESS: That's correct, Judge.

13 BY MR. CASTIGLIONE: (Cont'g.)

14 Q. But ultimately, there was no finding of any policy  
15 violation or wrongdoing by my client as to that issue. Is that  
16 correct?

17 A. That's correct.

18 Q. As to the email issue, did any student ever file  
19 formally or informally, any complaint regarding inappropriate  
20 use of email as you just raised?

21 A. No.

22 Q. Okay. Do you know who raised the concern about my  
23 client using his email to somehow facilitate Arash Alaei having  
24 contact with individuals?

25 A. Sorry. Can you repeat the question?

1 Q. Sure. Do you know who raised the concern about my  
2 client somehow facilitating Arash Alaei with having emails with  
3 interns or whomever?

4 A. Yes, so there were a multitude of concerns raised,  
5 not formal complaints, but multitude of concerns raised in a  
6 variety of different forums, in which the school is being  
7 criticized for how they allegedly handled Arash Alaei's case  
8 and contacted Mr. Arash. And there were a multitude of  
9 allegations that came out of those discussions, including but  
10 not limited to, concerns about calming or having anger or  
11 facilitating communication between Arash and the students.

12 Q. Okay. These communications and facilitating, how  
13 would my client have been facilitating them, were they  
14 explained in any of these alleged complaints or, excuse me, not  
15 complaints, these allegations by people?

16 A. They was just allegation.

17 Q. Okay. And -- and I'm sorry, did you indicate that  
18 removing an employee's email or excuse me, removing employee's  
19 information from a website during an alternative assignment is  
20 not typical?

21 A. I did.

22 Q. Is there anything in the U.U.P. that prohibits  
23 employees from representing their affiliation with SUNY Albany,  
24 if they're on an alternative assignment?

25 A. Say that again.

1 Q. Is there anything in the U.U.P. agreement that  
2 prohibits employees from representing their affiliation with  
3 SUNY Albany, if they're on an alternative assignment, at least  
4 as of February 2018?

5 A. Expressly, no.

6 Q. Yeah. Is there anything in there that you recall?

7 A. We have copies of it but no. The policies of the  
8 university are not -- and the employer are not contained in the  
9 collective bargaining agreement.

10 Q. So when you say policies of the university, you mean,  
11 written policies or non-recorded policies?

12 A. I would say written policies, yes.

13 Q. Okay. Is there a written policy on that issue for  
14 SUNY Albany?

15 A. On alternative assignments, no.

16 Q. Okay.

17 A. Outside of collective bargaining agreement, no. But  
18 there is the specific alternative assignment letter, which  
19 provides the employer's directives.

20 Q. Okay. And if an employee doesn't follow those  
21 directives, it's considered insubordination. Is that fair to  
22 say?

23 A. Correct.

24 Q. Okay.

25 THE COURT: Well, let's go off the record for a

1 minute.

2 MR. CASTIGLIONE: Sure.

3 (Off the record, 13:57:50 to 13:58:26)

4 BY MR. CASTIGLIONE: (Cont'g.)

5 Q. When you -- sorry when the university issues an  
6 alternative assignment, do they distinguish between directives  
7 in their letter versus directives that have a direct nexus to  
8 employment?

9 A. No.

10 Q. So any directive is a directive?

11 A. Correct.

12 Q. I want to talk to you about Chantelle Cleary. You  
13 had indicated earlier Ms. Clearly was conducting an  
14 investigation under Title Nine of the -- for the Title Nine  
15 Office, I'm sorry.

16 A. That's correct.

17 Q. Okay. If I can show you Exhibit Sixty-six. Exhibit  
18 Sixty-six is in evidence, Claimant Sixty-six, so it's email  
19 from Chantelle Cleary to a number of people. You're a  
20 recipient on here. It's a follow-up flag, status flagged to  
21 the G.I.H.H.R. investigations, it's dated March 9, 2018.

22 Apologize. Claimant's Exhibit Sixty-six, is an email from  
23 Chantelle Cleary. You are a recipient on here as identified,  
24 dated March 9, 2018. The subject is G.I.H.H.R. Investigation.  
25 It's identified as a follow-up and flagged. This says, I've

1 been asked by Bruce to make this matter our top priority.

2 At the end she says, I know this case is a big lift. Did  
3 Ms. Cleary ever explain those statements to you?

4 A. No.

5 Q. I can refer you to the Claimant's Exhibit Twenty-nine  
6 in evidence. Claimant's Exhibit Twenty-nine is in evidence,  
7 email chain between you and Ms. Cleary dated March 26 in  
8 response to your below email at six twenty-five. You're asking  
9 (unintelligible) Kamiar (unintelligible) comes back.

10 Ms. Clary response, I thought we agreed he wasn't going to  
11 come back I'm confused. Around that time, was it clear that  
12 Ms. Cleary had a strong opinion that Dr. Alaei was not coming  
13 back to SUNY Albany for employment?

14 A. Yes, she desired that he be non-renewed.

15 Q. And but the -- the investigations had not concluded  
16 at that point.

17 A. That's correct.

18 Q. And in fact, your -- the investigation ultimately  
19 concluded for H.R. in about July. Is that fair to say?

20 A. I don't recall the specific date.

21 Q. But it was a few months or a couple of months after  
22 this email. Is that fair to say?

23 A. Yes.

24 Q. In fact, did Ms. Clearly express an opinion -- an  
25 opinion to you at some point that Dr. Alaei was guilty of

1 violating SUNY policies?

2 A. Not specifically, no. She -- she did feel that he  
3 was a bad actor, and that she felt that the complaint against  
4 Dr. Alaei was credible. And based upon that she felt that he  
5 should not return to the university.

6 Q. If I can refer you to your transcript page fifty-one  
7 or fifty-two.

8 During 2018, did Ms. Cleary ever express an opinion to you  
9 that she believed Dr. Alaei was guilty of violating any SUNY  
10 policies?

11 She did, was your answer.

12 When did she express that opinion?

13 I don't recall exactly, but it was some time in between  
14 the email that you had showed me previously and I was speaking  
15 with all other graduate students and teaching assistants and  
16 shortly after the conclusion of that discussion.

17 Is it fair to say it was before May 2018?

18 I think that's fair.

19 If I can refer you to Claimant's Exhibit, Claimant's  
20 Exhibit Thirty-one. Just take a look at Claimant's Exhibit  
21 Thirty-one.

22 THE COURT: Is it in evidence or not?

23 MR. CASTIGLIONE: Yes, I'm sorry Claimant's  
24 Exhibit Thirty-one is in evidence.

25 THE COURT: All right. And they're handwritten



1 notes?

2 MR. CASTIGLIONE: These are handwritten notes.

3 BY MR. CASTIGLIONE: (Cont'g.)

4 Q. Mr. Selchick, are these your handwritten notes?

5 A. They are.

6 Q. And these appear to be dated April 3, '18. It's in  
7 the upper right corner.

8 A. Yes.

9 Q. And in the left corner, there is and unfortunately a  
10 hole punch. But it says B.B.S. R.S. and something R. Do you  
11 have any recollection of what those notes were referring to?

12 A. I do.

13 Q. Can you explain to me what the recollection of the  
14 notes in the upper left-hand corner of this part here referring  
15 to?

16 A. Those -- those would be the initials of some  
17 individuals present.

18 Q. So --

19 THE COURT: So initials of people present?

20 THE WITNESS: Correct.

21 BY MR. CASTIGLIONE: (Cont'g.)

22 Q. So does this -- were these notes taken at a meeting  
23 concerning Dr. Alaei?

24 A. Yes.

25 Q. And those indicate the people who are present?

1 A. Yes, but maybe not all the people.

2 Q. Okay.

3 A. Sometimes I get it all, sometimes I don't.

4 Q. Was Chantelle Cleary at this meeting?

5 A. I don't recall.

6 Q. Right here there's a note it says, goal is to make  
7 sure he does not come back. Is that an accurate reflection of  
8 discussions at that meeting?

9 A. I believe it is.

10 Q. It says also, could interrogate slash N.O.D., what  
11 does N.O.D. stands for?

12 A. Notice of discipline.

13 Q. So could interrogate slash notice of discipline, then  
14 suspend W slash O, is that pay?

15 A. Correct.

16 Q. And then says (unintelligible) termination and non-  
17 renewal, then negotiate?

18 A. Correct.

19 Q. Is that reflective of discussions at that meeting?

20 A. Reflective of options discussion.

21 Q. Okay. And then this also says performance evaluation  
22 to support non-renewal, we could recreate them. Were there any  
23 written performance evaluations at the time for Dr. Alaei?

24 A. No.

25 Q. Did you contact Harvey Charles to ask what his

1 performance evaluation if any was for Dr. Alaei?

2 A. I did.

3 Q. And what did he tell you?

4 A. That he didn't have any on file that he was not  
5 particularly familiar with the work that Dr. Alaei did.

6 Q. As of April 4, 2018, is it fair to say Ms. Cleary's  
7 position was that Dr. Alaei should be terminated?

8 A. That he should not come back.

9 Q. I can refer you to your deposition page eighty-seven  
10 and -- eighty, eighty-seven. And ask the question. Okay.

11 Is it fair to say that Ms. Cleary's Title Nine  
12 investigation had ended at this point?

13 Yes.

14 You say -- I -- I say and is it clear to say Ms. Cleary's  
15 position was that Dr. Alaei should be terminated.

16 You said, yes.

17 Do you recall giving that testimony?

18 A. Yes.

19 Q. Okay.

20 THE COURT: Can I have counsel approach?

21 MR. CASTIGLIONE: Sure.

22 THE COURT: Off the record.

23 (Off the record 14:08:04 to 14:09:34)

24 THE MONITOR: On the record.

25 THE COURT: In the sidebar with defense counsel,

1 without objection, the court has been permitted to ask the  
2 following two questions. Sir, you said in the middle of  
3 this process, along around April, you had formed the  
4 opinion that Chantelle Cleary was of the opinion that Dr.  
5 Alaei should not be returned, correct?

6 THE WITNESS: That's correct.

7 THE COURT: How do you reconcile that with the  
8 fact that the Title Nine investigation ultimately resulted  
9 in a finding of no misconduct?

10 THE WITNESS: Just as a difference between  
11 terminating for just cause and non-renewing under the  
12 collective bargaining agreement. We don't need a reason  
13 to non-renew. So if you don't want to extend the contract  
14 beyond on that day, we have the right to do so.

15 THE COURT: You've answered my question. Thank  
16 you. Counsel, your -- your --.

17 MR. CASTIGLIONE: Thank you.

18 BY MR. CASTIGLIONE: (Cont'g.)

19 Q. Mr. Selchick, Ms. Cleary, as far as you're aware,  
20 never conducted any interview or meeting with Dr. Alaei at any  
21 point regarding her alleged investigation?

22 A. That's correct.

23 Q. I'd like to talk to you about the non-renewal  
24 process. Do you recall between January 2018 and September  
25 2018, there being approximately five to ten disciplinary

1 investigations conducted by your office?

2 A. What were the dates?

3 Q. January 1, 2018 and September 1, 2018.

4 A. If we're talking about only U.U.P. related, then yes,  
5 I do.

6 Q. Okay. Only U.U.P. you said?

7 A. Yes.

8 Q. Okay. And as part of those investigations, there  
9 were no other instances where it was determined not to issue  
10 discipline against the employee, but the employee was still  
11 bought out and had his employment not renewed.

12 A. Not that I can recall, no.

13 Q. Okay.

14 THE COURT: Was that question --?

15 MR. CASTIGLIONE: As to these others -- sorry.

16 THE COURT: Please repeat the question please.

17 MR. CASTIGLIONE: Sure.

18 THE COURT: Go ahead.

19 MR. CASTIGLIONE: As to those investigations,  
20 excluding my client, obviously, or excluding Dr. Alaei,  
21 there were no other instances where it was determined that  
22 there was no discipline, there was no reason to discipline  
23 the employees. However, SUNY Albany had still determined  
24 to non-renew and buyout that employee?

25 THE COURT: Renew indicated, you're unaware of

1 any such circumstance.

2 THE WITNESS: Correct.

3 THE COURT: Go ahead, Counsel.

4 BY MR. CASTIGLIONE: (Cont'g.)

5 Q. Isn't it not typical to seek non-renewal of an  
6 employee without having a supervisor being supportive of the  
7 non-renewal in your experience?

8 A. That is atypical, yes.

9 Q. Okay. And here wasn't James Stellar pushing the non-  
10 renewal and not Dr. Harvey Charles, Dr. Alaei's supervisor?

11 A. Sorry, James who, Counsel?

12 Q. James Stellar.

13 A. Can you repeat -- repeat the question?

14 Q. Sure. Here it was James Stellar, the Provost pushing  
15 for non-renewal of Dr. Alaei, not Harvey Charles, Dr. Alaei's  
16 supervisor.

17 A. That's correct, among others, but yes.

18 Q. Was the President also pushing non-renewal?

19 A. President didn't seem to have I -- I wasn't that  
20 close to (unintelligible).

21 Q. Okay. Do you recall -- strike that.

22 Was it uncommon at the time to have direct and specific  
23 involvement by a provost in seeking to pro -- promote non-  
24 renewal of employee at that time, as compared to the Kamair  
25 Alaei situation?

1 A. It's uncommon, yes.

2 Q. Was James -- provost micromanaging that non-renewal?

3 THE COURT: Argumentative, next question. And  
4 not terribly specific.

5 MR. CASTIGLIONE: Sure.

6 BY MR. CASTIGLIONE: (Cont'g.)

7 Q. If I can refer you to your transcript.

8 THE COURT: No, no, because there's no question  
9 on the floor. Next question.

10 MR. CASTIGLIONE: Okay.

11 BY MR. CASTIGLIONE: (Cont'g.)

12 Q. Was Provost Stellar undertaking such a level --  
13 degree of supervision that was not previously done, it was very  
14 unusual?

15 A. I'd say it was uncommon.

16 Q. Usually in a non-renewable situation, the provost  
17 isn't pushing either way for renewable or non-renewable. Isn't  
18 that fair to say?

19 A. For professionals, yes. For faculty, the provost is  
20 an integral part of the continuing appointment and tenure  
21 process.

22 Q. I'm sorry, I couldn't hear you.

23 A. I said, so professionals, it's uncommon. For faculty  
24 the provost is an integral part of all tenure reviews and  
25 continuing appointment reviews.

1 Q. Okay. Do you know was Dr. Alaei tenured at that  
2 time?

3 A. He was not.

4 Q. Who's Bruce Szelest at the time in February of 2018?

5 A. Bruce Szelest is the -- was the Chief of Staff to the  
6 President.

7 Q. Was he --

8 THE COURT: President?

9 THE WITNESS: To the -- to the President of the  
10 university, Judge.

11 BY MR. CASTIGLIONE: (Cont'g.)

12 Q. Was he playing a substantial role in overseeing  
13 employment issues concerning Dr. Alaei relative to this  
14 disciplinary investigation?

15 A. He was, yeah, in this particular one he was involved,  
16 yeah.

17 Q. Well, wasn't he playing a substantial role?

18 THE COURT: It's an imprecise question, Counsel.

19 MR. CASTIGLIONE: I'm sorry.

20 THE COURT: It's an imprecise question.

21 BY MR. CASTIGLIONE: (Cont'g.)

22 Q. Was Bruce Szelest playing a -- a large role in  
23 overseeing and making decisions or at least conveying decisions  
24 regarding issues with Dr. Alaei while during the disciplinary  
25 investigation?



1           A.    I could say he was playing the same role that he's  
2 played in any high-level investigation that we make the  
3 President's office aware of.

4                   THE COURT:   And what role would that be?

5                   THE WITNESS:   For essentially being a conduit  
6 for information, Judge.

7                   THE COURT:   Between the boots on the ground and  
8 the President?

9                   THE WITNESS:   Yes, Judge.

10                  MR. CASTIGLIONE:   (Cont'g.)

11           Q.    If I can refer you to your deposition transcript page  
12 forty-two.

13           The question posed, is it fair to say Mr. Szelest was  
14 overseeing employment issues at that time for Dr. Alaei?

15           He was certainly playing a substantial role?   No, he was  
16 certainly playing a substantial role.

17           Does that recall your -- do you recall that testimony?

18           A.    I do.

19           Q.    Okay.   And is it fair to say that based upon your  
20 interactions, Mr. Szelest was also pushing the efforts to non-  
21 renew Dr. Alaei and buy him out?

22           A.    That seemed to be the position of leadership, yes.

23           Q.    Okay.   Do you recall an issue being raised during the  
24 non-renewal process for Dr. Alaei about Dr. Alaei being  
25 entitled to two years of payment for continued employment based

1 upon his hiring agreement?

2 A. I do.

3 THE COURT: That discussion with who counsel,  
4 did you say?

5 MR. CASTIGLIONE: A discussion amongst SUNY  
6 personnel?

7 THE COURT: And you answered?

8 THE WITNESS: Yes.

9 THE COURT: Go ahead.

10 BY MR. CASTIGLIONE: (Cont'g.)

11 Q. If I can refer you to Claimant's Exhibit One. Do you  
12 recognize this document?

13 THE COURT: It's the appointment letter, sir.

14 THE WITNESS: Yes, I do.

15 MR. CASTIGLIONE: Okay.

16 BY MR. CASTIGLIONE: (Cont'g.)

17 Q. Let me ask you, at the time there was a discussion  
18 about payment to Dr. Alaei if he was being non-renewed and  
19 bought out. Was there any discussion amongst SUNY personnel or  
20 H.R. about benefits besides salary owed to Dr. Alaei?

21 A. Not that I can recall.

22 THE COURT: Outside of comp -- outside of  
23 salary, Counsel?

24 BY MR. CASTIGLIONE: (Cont'g.)

25 Q. Yes. Separate from salary.

1 A. Not that I can recall.

2 Q. Okay. As part of your investigation and work in H.R.  
3 regarding the Alaei matter, you had read this April 16, 2014,  
4 appointment letter. Is that correct?

5 A. Yes, sir.

6 Q. And your understanding was the terms were that Dr.  
7 Alaei was entitled to two additional years of compensation if  
8 SUNY determined to non-renew his employment?

9 MR. ROTONDI: Objection, Your Honor.

10 THE COURT: Repeat the question, I'm sorry.

11 MR. CASTIGLIONE: Your understanding of the  
12 terms of this agreement was that Dr. Alaei was entitled to  
13 two additional years of compensation if SUNY Albany  
14 determined to non-renew his employment?

15 THE COURT: The objection is sustained.

16 MR. CASTIGLIONE: Your Honor, this was part of  
17 his duties with H.R. in this matter. And so I think it's  
18 entirely relevant if the person charged with making these  
19 decisions and advising the president had an opinion based  
20 on his job function that it should be admitted as  
21 evidence.

22 THE COURT: The objection is sustained.

23 MR. CASTIGLIONE: Your Honor, I would just like  
24 to note for the record, the issue with an agreement it is  
25 certainly a contract. Interpretation is a function for

1 the court. If the interpretation is considered -- excuse  
2 me. If the contract has been ambiguous, the court is able  
3 to take information outside of the four corners of the  
4 document.

5 And so just for the record as to these issues,  
6 my client would like to preserve his right that he's --  
7 attempted to introduce that evidence and --

8 THE COURT: Second time he's gone on record  
9 (unintelligible), Counsel. Thank you.

10 MR. CASTIGLIONE: Thank you.

11 BY MR. CASTIGLIONE: (Cont'g.)

12 Q. Did you advise the President's office about your  
13 opinion regarding what kind of compensation Dr. Alaei was  
14 entitled to under his appointment letter as part of the non-  
15 renewal buyout process?

16 MR. ROTONDI: Objection, Your Honor.

17 THE COURT: Sustained.

18 BY MR. CASTIGLIONE: (Cont'g.)

19 Q. I want to talk to you about U.U.P. issues. As of  
20 2018, do you know how many U.U.P. covered members were working  
21 for SUNY Albany?

22 A. Approximately, yes.

23 Q. How many?

24 A. Approximately twenty-four hundred.

25 Q. And did H.R. have a process for having those

1 employees' appointment and agreements or contracts approved by  
2 the Office of State Comptroller?

3 A. I don't know.

4 Q. Are you aware of SUNY Albany ever seeking to have  
5 contracts or appointment letters for U.P.P. members approved by  
6 the Office of State Comptroller?

7 A. I'm not.

8 Q. Okay. Are you aware of whether SUNY Albany had  
9 pursued at any point in 2018 or to present, not paying a U.U.P.  
10 member because their contract or appointment letter had not  
11 been approved by the Office of State Comptroller?

12 A. Can you repeat that question?

13 Q. Sure. Are you aware of whether SUNY Albany from 2018  
14 to today has ever sought to not pay an employee based on their  
15 appointment letter or contract not being approved by the  
16 Comptroller's Office?

17 A. SUNY Albany's specifically not in any public forum.

18 THE COURT: I'm sorry, say it again?

19 THE WITNESS: Not in any public forum, Judge.

20 THE COURT: Not in any public forum?

21 THE WITNESS: Correct.

22 BY MR. CASTIGLIONE: (Cont'g.)

23 Q. Can you explain what that means?

24 A. We've never argued in court and UAlbany argued in  
25 court, but we've certainly had discussions about it and other

1 unrelated personnel matters.

2 Q. So are you aware of SUNY Albany not paying -- strike  
3 that.

4 If a person who was covered by the U.U.P. they were a  
5 member and SUNY Albany refused to pay them because their  
6 appointment letter or contract had not been approved by the  
7 Comptroller's Office?

8 A. No.

9 Q. You're not aware of that?

10 A. That we -- that we haven't actually never -- restate  
11 the question, please?

12 Q. Sure.

13 THE COURT: I got -- I got it.

14 BY MR. CASTIGLIONE: (Cont'g.)

15 Q. If I can refer you to Claimant's Exhibit Forty-four.  
16 Are you -- if I can show you Claimant's Exhibit Forty-four in  
17 evidence. Are you somewhat -- recognize this letter from  
18 several years ago?

19 A. I do.

20 Q. Okay. And is this the letter that H.R. had provided  
21 to Dr. Alaei after the counseling session on August 9, 2018?

22 A. It is.

23 Q. Okay. And this letter, the salary hundred and thirty  
24 thousand annual salary this notes University will pay the  
25 balance of salary meaning on your term appointment for August

1 10, 2018 through August 9, 2019. Did this payment include any  
2 benefits or other financial compensation besides salary?

3 A. No. The Health Insurance (unintelligible)  
4 approximately a month and a half thereafter (unintelligible)  
5 payroll and there are some U.U.P. benefits that go on for some  
6 months, but no.

7 Q. Okay. Do you know did SUNY Albany pay Social  
8 Security in that a hundred-and thirty-thousand-dollar payment  
9 or any other taxes or anything?

10 A. I don't know. But I can tell you that it's customary  
11 for standard withholdings, federal state, taxes, et cetera to  
12 come out of such checks. And I -- I don't know.

13 Q. Okay. Do you know who Bill Hedberg was at the time  
14 in 2018?

15 A. Yes.

16 Q. Can you explain to me who he was and what position he  
17 held?

18 A. Still alive. He's a --.

19 THE COURT: What's that?

20 THE WITNESS: I said Bill is still alive.

21 THE COURT: Okay. Right, right.

22 THE WITNESS: Bill is recently retired. Bill  
23 was at the time the Senior Vice Provost for Academic  
24 Affairs was his title. And he worked for the Provost.

25 BY MR. CASTIGLIONE: (Cont'g.)

1 Q. And would Mr. Hedberg have responsibility or -- or  
2 oversight over issues concerning employee compensation under  
3 their appointment letters or contracts?

4 A. Yes. Under Academic Affairs, yes.

5 Q. Okay. I can refer you to -- if I can refer you to  
6 Claimant's Exhibit Fifty-four, which is in evidence says a term  
7 appointment renewal notice reminder to Harvey Charles from  
8 Human Resources. Are you familiar with this document? There's  
9 a second page.

10 A. This -- yes.

11 Q. Can you explain to me what this is?

12 A. So this is a -- a standard what appears to be a  
13 standard renewal notice that we sent (unintelligible) we're  
14 getting close to the renewal time period. And the second page  
15 is (unintelligible) can just, thank you and move it up -- yeah,  
16 there you go. So that would be the actual form that gets  
17 processed by personnel operations assuming that the supervisor  
18 approves of the renewal.

19 Q. Okay. This document dated May 1, 2018 says, next  
20 renewal period 5/1/2019 to 4/30/2020. Does that mean that  
21 there was already a period of renewal through 5/18 to 5/19? So  
22 in other words, that was already a period of employment given  
23 to Dr. Alaei?

24 A. The dates again, please?

25 Q. So this -- this letter -- this form it says, next



1 renewal period 5/1/2019 to 4/30/2020.

2 A. Yes.

3 Q. And so that would mean if there was going to be a  
4 renewal, it would be for that period?

5 A. That's correct.

6 Q. Okay. So it's fair to say then at this time when  
7 this letter was issued, Dr. Alaei had already been renewed for  
8 5/1/2017 -- excuse me, 5/1/2018 to 5/1/2019. So the prior  
9 period he had already been renewed?

10 A. It -- it would mean that he likely, yeah, that he  
11 likely had a term appointment that was already approved up  
12 until prior to the 5/1/19.

13 Q. So if there was a new appointment, it would be  
14 effective 5/1/2019 to 4/30/2020?

15 A. Correct. If there was, correct.

16 Q. If there was, okay. And is that reflective of the  
17 form itself that says current end date 4/30/2019 if it was  
18 renewed?

19 A. If it was renewed, yes.

20 Q. Showing you what's been marked into evidence as  
21 Exhibit Forty-nine. It's a notice from Randy Stark to Bureau  
22 of Payroll Service, New York State Office of Comptroller. It  
23 says, per Article 32.3 of the agreement between N.Y.S. and  
24 United University Professions, we are exercising our right to  
25 terminate the reference employee, effective 8/11/2018 and pay

1 him the balance of salary on his appointment through the  
2 expiration of that appointment 8/10/2019, B.O.B. What does  
3 B.O.B. mean?

4 A. Beginning of business.

5 Q. Okay. Do you recognize this form is something  
6 typical H.R. would put together?

7 A. No. But I can tell you that we are occasionally  
8 asked by R.C. to certify, you know why we are paying --.

9 Q. Okay. And --.

10 A. (unintelligible) since that time.

11 Q. So this is the balance of salary on his appointment  
12 through the expiration of appointment 8/10/2019. So it was --  
13 the period was 8/11/2018 paid to 8/10/2019?

14 A. Yes.

15 Q. But the exhibit at Claimant's Fifty-four indicates  
16 that Dr. Alaei had already been renewed through 5/1 - excuse  
17 me, 4/30/2019?

18 A. No, it doesn't. What it indicates is that if they  
19 wanted to renew him, they could have renewed him through that  
20 period.

21 Q. But doesn't it say the next renewal period? It says  
22 next renewal, meaning if they wanted to renew him again, it  
23 would be for 5/1/2019 to 4/30/2020.

24 A. They could have, but they didn't.

25 Q. Right. So his existing renewal would have gone up to

1 4/30/2019.

2 A. No, that's not how the contract operates. So Article  
3 32 says that based upon your years of service in the  
4 university, you get a certain time period of notice  
5 (unintelligible). So in this case, there was not a new term  
6 appointment, right. So he (unintelligible) more than two years  
7 of service.

8 So he got one year's notice of non-renewal and his non-  
9 renewal on 8/10/18 and that ending 8/10/19.

10 Q. 8/10/19, okay. So he already had employment through  
11 8/10/19?

12 A. No, he was renewed to 8/10/19, non-renewed beyond  
13 that, and then bought out for the year in between.

14 Q. So when you say he was renewed to 8/10/19. Wouldn't  
15 that only be a renewal for a few months and his term was a  
16 year?

17 A. No, not if we effectuated on 8/10/18.

18 Q. But if he had a one-year appointment, and his  
19 appointment --.

20 A. You get one year notice.

21 THE COURT: Leave that out for a second?

22 MR. CASTIGLIONE: Sure.

23 THE WITNESS: One year notice, not a one-year  
24 appointment. So the way this works when we -- when there  
25 is no new term appointment, that becomes a rolling

1 calendar basis, like, rolling date basis. So if you would  
2 be due one year's notice of non-renewal as of let's say  
3 5/1/18, right.

4 BY MR. CASTIGLIONE: (Cont'g.)

5 Q. So you're saying he had to have notice of non-renewal  
6 one year before his terms were to expire?

7 A. Correct.

8 Q. Okay. And so here he was given notice of non-renewal  
9 when?

10 A. He's given notice of non-renewal on 8/10/18 and that  
11 it was his renewal -- that his term would end on 8/10/19 and  
12 then we said, we're going to buyout that contract.

13 Q. But my point is -- so he already had the year 2019 up  
14 to 8/10, because you were giving him notice twelve months of  
15 non-renewal in August, saying we're giving you twelve months  
16 and your term is going to -- your existing term was going to  
17 expire in 2019.

18 A. No. What -- what this is saying to the supervisor  
19 is, hey, if you want to do this, you can. But this would be  
20 the day that you would typically be (unintelligible) they  
21 didn't do that. The days rolled forward, then we non-renewed.  
22 You got the one year's notice of non-renewal, we bought out the  
23 in-between.

24 Q. Right. But if you were required under U.P.P. to give  
25 him twelve-months advance notice of a non-renewal --

1 A. Right.

2 Q. -- wouldn't that mean he already had guarantee for  
3 those twelve months?

4 A. No, wouldn't mean that he -- would not guarantee an  
5 additional future (unintelligible) it would only guarantee the  
6 notice period of employment.

7 Q. Right. But -- but twelve months before the notice  
8 period ends, you have to give notice that you're not renewing.  
9 Meaning you already have those twelve months and we're giving  
10 you twelve-months' notice now that we're not going to renew you  
11 in twelve months.

12 A. No, it's not a compounded notice. It's not notice on  
13 notice, in less, right. There's already an existing general  
14 appointment. I know this is confusing. But you know it -- so  
15 that -- yeah, there's that notice on top of notice. He  
16 received his one-year notice of non-renewal and then he was  
17 subsequently non-renewed in the same letter and bought out.

18 THE COURT: No, so it is confusing but let me.

19 All right keep -- keep that exhibit.

20 MR. CASTIGLIONE: Sure.

21 THE COURT: So Exhibit Fifty-four. And counsel  
22 I'm going to try and characterize the point I think you're  
23 trying to make and if it's so I'll ask the witness to  
24 respond to it. Are you trying to make the point that  
25 Exhibit Fifty-four had already renewed him?

1 MR. CASTIGLIONE: Not that it already renewed  
2 him that there was a prior letter and I'll pull it up. So  
3 if I can refer you to Exhibit Forty-seven -- Claimant's  
4 Exhibit which is a series of letters, appointment letters,  
5 including one dated April 6, 2017. This letter says it is  
6 my pleasure to confirm a renewal of your full-time term  
7 appointment to the faculty as lecturer.

8 This renewal is for the period beginning May 1,  
9 2018 and ending April 30th, 2019. Your annual salary  
10 would be a hundred and thirty thousand dollars. Does not  
11 this letter established that he had already been renewed  
12 for May 1, 2018 ending April 30th, 2019.

13 THE WITNESS: It does.

14 BY MR. CASTIGLIONE: (Cont'g.)

15 Q. And so if you are going to non-renew him. You would  
16 need to give him twelve-months' notice of non-renewal before  
17 April 30, 2019, correct?

18 A. No, we would have to give him one year's notice prior  
19 to the end of what the actual term was. So what we did was --  
20 I understand they're confusing. I think I -- if you allow me,  
21 Judge. Okay. So he had an appointment until 30th, 2019,  
22 right. In August of '18, the University decides we're non-  
23 renewing.

24 In order to comply with the one-year notice of non-  
25 renewal. They extended this appointment from April 3, 2019 to

1 August 10th, '19 and then bought it out.

2 Q. So they extended it you're saying for May, June,  
3 July, August, even though he had a one term -- one year term,  
4 at least, appointment was his full-time appointment?

5 A. That's correct.

6 Q. So where does it say that they can renew him for  
7 months only and not the one-year term?

8 A. Board of Trustees policies allows us to renew term --  
9 .

10 Q. Glad you brought that up. I'm going to ask you to  
11 show me where it says that? Showing you the board -- the  
12 policies of the Board of Trustee for the State University of  
13 New York in a claim number six, if you can direct me to the  
14 section that says they can do month-to- month extension versus  
15 a one-year appointment if that was the term.

16 THE COURT: Do you know where to look?

17 THE WITNESS: I don't. We typically -- at the  
18 collective bargaining agreement, Judge.

19 BY MR. CASTIGLIONE: (Cont'g.)

20 Q. How about --?

21 A. (unintelligible).

22 Q. Let's see here I'll -- I'll -- I'll pull it up. If I  
23 can refer you to page twenty-five -- if I can refer you to --,

24 THE COURT: What exhibit are we in?

25 MR. CASTIGLIONE: This is Exhibit Six, Your

1 Honor.

2 THE COURT: Okay and -- and --.

3 MR. CASTIGLIONE: State Policies of the Board of  
4 Trustees.

5 THE COURT: You're referring the witness'  
6 attention to which section?

7 MR. CASTIGLIONE: Title D, it's page thirteen in  
8 this document. It's part of Section Article 11  
9 Appointment of Employees.

10 THE COURT: Okay. Go ahead.

11 BY MR. CASTIGLIONE: (Cont'g.)

12 Q. It says definition except as provided in Section 6, a  
13 term appointment shall be an appointment for a specified period  
14 of not more than three years which shall automatically expire  
15 at the end of that period unless terminated earlier because of  
16 resignation, resentment or termination.

17 Then under renewal of term at number four it says, except  
18 as provided in this article term appointments may be renewed by  
19 the chief administrative officer of the college for successive  
20 period of not more than three years. Such renewal shall be  
21 reported to the chancellor. No term appointment of itself  
22 shall be deemed to create any manner of legal right interest or  
23 expectancy in any other appointment or renewal.

24 And then I can refer you to the definition eligibility for  
25 five. Section 5 says notice, in the event a term appointment



1 is not to be renewed upon expiration, the chief administrative  
2 officer, chief administrative officer's representative will  
3 notify the appointee in writing not less than twelve months  
4 prior to the expiration of a term after two more years of an  
5 interrupted -- interrupted service with the university.

6 So can you explain to me where it says that they can renew  
7 for months versus the employees actual term in their employment  
8 letter?

9 THE WITNESS: For successive periods of not more  
10 than three years. Doesn't mean we can't do a term  
11 appointment for one month, three months, four months, six  
12 months to the extent we want to, and frankly, it's our  
13 practice to do so. Particularly when it's routine to do  
14 it in order to meet the notice requirements in sec --  
15 subsection 5.

16 BY MR. CASTIGLIONE: (Cont'g.)

17 Q. So if you do that, don't you have to give twelve  
18 months' notice before May 2018 when you renewed for monthly  
19 periods?

20 A. We didn't renew for a monthly period. We renewed for  
21 the one-year notice period. We didn't have an appointment to  
22 (unintelligible). He had an appointment till April 30th of  
23 '19.

24 Q. Yeah, but under the letter I previously referred you  
25 to April 6, 2017. He had the appointment through April 30th,

1 2019 already.

2 A. That's correct.

3 Q. And so you're saying you just renewed for May, June,  
4 July, August 2019?

5 A. Correct. We renewed and non-renewed in the same  
6 notice so he got the full year.

7 Q. And was there any notice of renewal that was  
8 processed that says four months that was provided to Harvey  
9 Charles or my client or any, anybody else besides that  
10 termination letter?

11 A. It's in the notice letter which I mean referring his  
12 termination ... in the notice letter provided on May 10th, '19.

13 Q. So you're saying the letter --

14 A. Sixty-six.

15 Q. Sixty-six.

16 A. Nope sorry.

17 Q. That's all right.

18 THE COURT: Isn't it Forty-four.

19 MR. CASTIGLIONE: Forty-four.

20 THE WITNESS: It was (unintelligible) the same  
21 numbers, Judge, I was (unintelligible).

22 BY MR. CASTIGLIONE: (Cont'g.)

23 Q. So you're saying this letter about paying the balance  
24 on your term appointment from August '18 through August '19, so  
25 that was the notice of renewal for a few months calling it a

1 term appointment for that year period?

2 A. Correct.

3 Q. Okay.

4 A. So that first paragraph and then subsequently the  
5 dates, yeah.

6 Q. And then even though -- even though Mr. Stark had  
7 identified they were exercising a right to terminate as well if  
8 I can refer you to -- I'm sorry. Even though Mr. Stark had  
9 issued this letter dated, which is in evidence Claimant's  
10 Fifty, August 21, 2018, saying this confirms that the non-  
11 renewal and contract buyout of the referenced employee not  
12 disciplinary matter?

13 A. Yes, I'm sorry. What was the question?

14 Q. So you said there was a renewal for a few months  
15 period but the letter from Mr. Stark to the comptroller  
16 indicates it was a non-renewal and contract buyout?

17 A. So -- yeah, I mean, we didn't need to notify O.S.C.  
18 that we renewed and non-renewed. They needed to know that we  
19 non-renewed and bought out that's how Article 32 operates.

20 Q. Okay.

21 MR. CASTIGLIONE: That's all I have.

22 THE COURT: Cross examination.

23 MR. ROTONDI: Yes, Your Honor.

24 CROSS EXAMINATION BY MR. ROTONDI:

25 Q. Mr. Selchick, you were asked questions about the

1 alternate assignment letter?

2 A. Yes.

3 Q. Is that letter a letter like what the claimant here  
4 received. Is that typically sent when someone's put on  
5 alternate assignment?

6 A. Yes, it's a template.

7 Q. And it's a template?

8 A. Yes.

9 Q. All right. And I assume the -- the -- the actual  
10 alter -- alternate assignment offered the employee differs?

11 A. That's -- that's correct, yeah.

12 Q. But the remainder of the language is -- is fairly --  
13 is pretty much a template?

14 A. Correct. I -- I apologize for interrupting but if I  
15 may, can I use the bathroom?

16 THE COURT: Can you what?

17 THE WITNESS: May I use the bathroom?

18 THE COURT: Yeah, everybody stand at ease he's  
19 off the record at ease.

20 (Off the record 14:50:12 to 14:51:46)

21 THE MONITOR: On the record.

22 BY MR. ROTONDI: (Cont'g.)

23 Q. Mr. Selchick, when an employee is placed on alternate  
24 assignment is it typical that they will be working from home?

25 A. Yes.

1 Q. And is it typical they are asked to stay off campus?

2 A. Yes.

3 Q. Okay. During the course of an investigation, do you  
4 inform the subject of the investigation, the nature of the  
5 investigation?

6 A. No.

7 Q. Okay. And why is that?

8 A. To protect the sanctity of the investigation.

9 Q. Elaborate on that a little more.

10 A. To protect the evidence, the witnesses and to protect  
11 the, you know, the complainants as well as the witnesses from  
12 potential interference, retaliation from the -- from the  
13 potential respondent and/or the respondent. Ultimately to --  
14 to have people free from coercion, duress, things of that  
15 nature.

16 Q. Is that true in all the investigations you've  
17 conducted?

18 A. It is.

19 Q. I'm not going to go through -- I'm not going to go  
20 through the U.U.P. with you. But is grievance defined in the  
21 U.U.P.?

22 A. It is.

23 Q. Okay. And do you know where it's found?

24 A. It should be found in Article 7.

25 Q. Mr. Selchick -- excuse me, I'm going to show you

1 what's in evidence as Plaintiff's Exhibit Five and I believe  
2 you were asking questions about that previously.

3 A. Yes.

4 Q. So U.U.P agreement?

5 A. Yes.

6 Q. And I just want to direct your attention to Section  
7 4.12. And is grievance defined in that section?

8 A. It is.

9 Q. Okay. Where is the grievance procedure found --

10 A. Grievance --

11 Q. -- in the U.U.P.?

12 A. The grievance procedure in and of itself is contained  
13 in Article 7.

14 THE COURT: What did you say?

15 THE WITNESS: In Article 7, Judge.

16 BY MR. ROTONDI: (Cont'g.)

17 Q. And under the U.U.P. is an Alternative Assignment  
18 considered disciplinary?

19 MR. CASTIGLIONE: (unintelligible), Counsel.

20 MR. ROTONDI: See, now you know how it feels.

21 MR. CASTIGLIONE: Yeah, I know.

22 BY MR. ROTONDI: (Cont'g.)

23 Q. How -- are you familiar with the terms and conditions  
24 in the U.U.P.?

25 A. I am.

1 Q. And how have you become familiar with -- with those  
2 terms and conditions?

3 A. During the course of my employment for almost five  
4 years.

5 Q. Is there anything in the U.U.P. which requires a non-  
6 renewal begin with the employee's supervisor?

7 A. No.

8 Q. In what section of the U.U.P. can the non-renewal  
9 process be found?

10 A. Just Article 32.

11 Q. Is there anything in the U.U.P. that prevents the  
12 non-renewal process to operate simultaneously with a Title Nine  
13 investigation?

14 A. No.

15 Q. Is there anything that U.U.P. that requires --  
16 withdrawn.

17 How many non-renewals have you been involved with?

18 A. To date?

19 Q. Yes.

20 A. Approximately, two dozen.

21 Q. Okay. And back in February 2018, it was -- it was  
22 about how many?

23 A. Maybe a handful.

24 Q. How often is the -- the recipient of a non-renewal  
25 letter told the reason for the non-renewal?

1 A. Never.

2 THE COURT: Did you say never?

3 THE WITNESS: Never.

4 BY MR. ROTONDI: (Cont'g.)

5 Q. If you know, does U.U.P. require grounds for non-  
6 renewal?

7 A. Does not.

8 Q. When Mr. Stark had testified and there was testimony  
9 regarding -- withdrawn.

10 Do you know if -- if the doctor was given what's known as  
11 a counseling letter?

12 A. Yes.

13 Q. Okay. And do you know if that was after it was  
14 determined that the -- the allegations are unsubstantiated?

15 A. Yes.

16 Q. Okay.

17 THE COURT: Was that the letter given the day  
18 before he was terminated?

19 THE WITNESS: Yes.

20 THE COURT: Is that to what you're referring?

21 THE WITNESS: Yes.

22 THE COURT: Okay. Counsel, go ahead.

23 BY MR. ROTONDI: (Cont'g.)

24 Q. Is that standard practice to give someone a  
25 counseling memo if -- if Title Nine charges are



1 unsubstantiated?

2 A. There's not -- there's no standard practice.  
3 Everything is case-by-case basis. But, you know, given the  
4 information that we received we felt the counseling was  
5 appropriate.

6 Q. You were also asked this question about the Title  
7 Nine formal complaint versus informal complaint, correct?

8 A. That's correct.

9 Q. And then you in the course of answering, I believe  
10 you talked about third-party complaints.

11 A. That's correct.

12 Q. What do you mean by third-party complaints?

13 A. Mandatory reports or reports made by other employees,  
14 community members, or the like who make, you know, either human  
15 resources or other mandatory reporters aware of these types of  
16 allegations.

17 Q. Okay. Do you know who Elizabeth Grey is?

18 A. I do.

19 Q. Who is she?

20 A. Elizabeth Grey was previously employed by the  
21 university. I believe Elizabeth was an assistant vice provost.  
22 I don't recall beyond that.

23 Q. Okay. And do you know if Elizabeth Grey brought the  
24 student complaints to the Title Nine office?

25 A. I do.

1 Q. Okay. She did?

2 A. I was told that she brought these concerns to Jim  
3 Stellar who brought them to the Title Nine Office.

4 MR. CASTIGLIONE: Objection. I don't think  
5 Elizabeth Grey from my understanding brought anything. I  
6 think it was a discussion with --.

7 THE COURT: Hold on.

8 MR. CASTIGLIONE: Sure. Okay. I'll object facts  
9 not in evidence.

10 THE COURT: Well, you can cross examine this  
11 witness.

12 MR. CASTIGLIONE: Okay.

13 THE COURT: Now, is it Ray or Grey?

14 THE WITNESS: Grey, Judge.

15 THE COURT: G --

16 THE WITNESS: G-R-E-Y if I recall, correctly.

17 THE COURT: Okay. And -- and your testimony was  
18 some complaint was brought to her. She brought it to --.

19 THE WITNESS: To the then interim president,  
20 provost -- an actual provost, James Stellar.

21 THE COURT: Who took it to Title Nine.

22 THE WITNESS: Correct.

23 THE COURT: Go ahead, Counsel.

24 BY MR. ROTONDI: (Cont'g.)

25 Q. And is that something you would call third- party

1 complaint?

2 A. Correct.

3 Q. And just based on what you know, was the student  
4 interviewed by the Title Nine Office?

5 A. She was.

6 Q. You were questioned about the -- about the allegation  
7 being unfounded. And you had mentioned something about  
8 preponderance of the evidence. There was no notice of  
9 discipline served upon the doctor, correct?

10 A. That's correct.

11 Q. Okay. Why was that?

12 A. Because I did not believe that we could prove that he  
13 violated any particular policy.

14 Q. What was the level of proof you require to serve a  
15 notice of discipline?

16 A. An arbitration, the just-cause standard requires that  
17 we show by preponderance of the evidence.

18 Q. So your determination defines the allegation  
19 unfounded, doesn't mean there was no evidence, correct?

20 A. That's correct.

21 Q. Did you find evidence of wrongdoing?

22 A. Evidence of, yeah.

23 MR. CASTIGLIONE: Objection.

24 THE COURT: Sustained.

25 BY MR. CASTIGLIONE: (Cont'g.)

1 Q. Can we -- can we talk about the notice provision when  
2 there is a non-renewal?

3 A. Certainly.

4 Q. First of all, when an employee subject to the terms  
5 and conditions of the U.U.P. agreement is non-renewed, is there  
6 a notice requirements found in the U.U.P.?

7 A. Yes.

8 Q. Okay. Do you know where that is in the U.U.P.?

9 A. Yes, Article 32.

10 Q. Again, I'm going to show you what's been placed into  
11 evidence as Plaintiff's Exhibit Five, U.U.P. agreement?

12 A. Yes.

13 Q. Okay. And you'd mentioned that the non-renewal  
14 provisions are found in Article 32.

15 A. That's correct.

16 Q. Okay. Is this what you're referring to?

17 A. It is.

18 Q. Okay. And this is the article that governs non-  
19 renewals?

20 A. That's correct.

21 Q. I'm going to direct your attention to Section 32.3.  
22 What is -- what is that provision?

23 A. That provision allows the university to essentially  
24 elect to buyout -- sorry, excuse me. To -- to ... a term  
25 appointment before it typically would, right? And then to pay

1 the employee out the balance of their contract up to the  
2 maximum, but it could be less.

3 Q. And I believe Mr. Castiglione referred you to Section  
4 32.1.d.

5 A. Yes.

6 Q. Is that a notice provision?

7 A. It is.

8 Q. Okay. Twelve months prior to the expiration of a  
9 term after two or more years of uninterrupted service within  
10 the university?

11 A. That's correct.

12 Q. Is that the -- for the U.U.P., is that the longest  
13 notice provision for a non-renewal?

14 A. It is.

15 Q. So there's nothing in the U.U.P. that would require  
16 two years notice for non-renewable?

17 A. No.

18 Q. Now you explained how non-renewal works, can you when  
19 -- there may have been some confusion on my part. If you look  
20 at the employees' term, they're currently serving. How does  
21 the notice -- the one-year notice kind of fit into the existing  
22 term?

23 A. So the employee has to receive the appropriate amount  
24 of notice prior to the expiration of that term, right. Or the  
25 remedy is that the term has to be extended to meet that notice

1 period. This is a frequent grievance that we received from  
2 U.U.P.

3 Q. I'm sorry?

4 A. It's a frequent grievance we received from U.U.P.

5 THE COURT: So is that your way of explaining  
6 why the doctor was paid for one year from August of 2018  
7 to August of 2019?

8 THE WITNESS: It is, Judge.

9 THE COURT: Which was not coterminous with his  
10 previous dates of -- of service.

11 THE WITNESS: That's correct, Judge.

12 BY MR. ROTONDI: (Cont'g.)

13 Q. And was there anything unusual about that notice of  
14 non-renewal in Dr. Alaei's case compared to other notices of  
15 non-renewal?

16 A. No.

17 Q. Okay. You've dealt with -- would you -- do you deal  
18 with grievances?

19 A. Yes.

20 Q. Have you dealt with a grievance based upon the notice  
21 provision in Article 32 of the U.U.P.?

22 A. I have.

23 Q. Okay. Is there anything in the U.U.P. that requires  
24 an employee be informed of why his contract has been bought  
25 out?

1 A. No.

2 Q. Have you been involved in other buyouts?

3 A. Yes.

4 Q. Okay. How often?

5 A. As of late, a quite number of -- excuse me, a quite  
6 larger number, I would say approximately eight.

7 MR. ROTONDI: Just one minute, Your Honor.

8 BY MR. ROTONDI: (Cont'g.)

9 Q. Are you -- are you aware Dr. Alaei did bring a  
10 grievance during this time period we've been discussing?

11 A. I am.

12 Q. And do you know what the -- what the grievance --  
13 what the complaints were in the grievance?

14 A. Yes, the grievance we received alleged that he was  
15 subject to discipline outside of Article 19 when we revoked his  
16 email access.

17 THE COURT: When what?

18 THE WITNESS: When we revoked his email access,  
19 Judge.

20 BY MR. ROTONDI: (Cont'g.)

21 Q. Do you know if there was ever a resolution to that  
22 grievance?

23 A. I do.

24 Q. What was the resolution?

25 A. I would receive notice that the -- excuse me, that

1 the grievance was settled by mutual agreement between the  
2 parties by the State reaffirming its obligations and you know,  
3 under Article 19.

4 Q. Is that after Dr. Alaei had already -- after his  
5 contract had already been bought out, if you know?

6 A. I don't recall what the exact (unintelligible).

7 MR. ROTONDI: That's all I have, Your Honor.

8 THE COURT: Redirect.

9 MR. CASTIGLIONE: Yes, thank you, Your Honor.

10 The grievance -- sorry, I'm just trying to find the  
11 grievance documents. Oh I got it.

12 REDIRECT EXAMINATION BY MR. CASTIGLIONE:

13 Q. Mr. Selchick --

14 THE COURT: Counsel, microphone.

15 MR. CASTIGLIONE: Sorry, Your Honor.

16 THE WITNESS: Happy mine is stationary.

17 BY MR. CASTIGLIONE: (Cont'g.)

18 Q. What's that?

19 A. I'm happy mine is stationery.

20 Q. If I can refer you to Claimant's Exhibit Twenty-  
21 eight. You had mentioned that Dr. Alaei had filed grievances,  
22 were they filed with the Human Resource Office or with the  
23 Assistant Vice Chancellor for Employee Relations for SUNY  
24 system?

25 A. They were filed directly with system administration.



1 Q. And is that what's required under the U.U.P.?

2 A. I believe it's an option, but not necessarily  
3 required.

4 Q. You had mentioned there was a settlement. Did you --  
5 do you recall when that settlement was?

6 A. I don't.

7 Q. And then I -- and I'm sorry, I didn't hear Mr.  
8 Rotondi. Was it after my client had been terminated by  
9 UAlbany?

10 A. I don't recall.

11 Q. Okay. If I can show you a letter dated it's part of  
12 Exhibit Twenty-eight, February 27, 2019 continuing with the  
13 grievance this is in evidence on behalf of Dr. Alaei says in  
14 the grievance involving Kamiar Alaei, grievant. Was the  
15 settlement after this letter when it went -- when it was set to  
16 go to arbitration?

17 A. I don't know.

18 Q. Will they have a settlement before a case being set  
19 for arbitration and still going?

20 A. I can't imagine -- I can't imagine they would.

21 Q. Okay. So it's probably the settlement happened after  
22 this letter?

23 A. Most likely, yeah.

24 Q. And do you know what the terms of the settlement  
25 were?

1 A. I do.

2 Q. What were they?

3 A. All I recall is that it was that the State would  
4 reaffirm its obligations under Article 19 and in exchange the  
5 Union will withdraw the contract grievance.

6 Q. And the grievance stated Claimant's Twenty-eight,  
7 grievance March 20, 2018, Dr. Alaei was seeking certain relief  
8 including cease and desist from violating the agreement ... to  
9 note that UAlbany violated Dr. Alaei's contract and all  
10 disciplinary rights. Restored Dr. Alaei as Director of  
11 G.I.H.H.R.

12 Restore Dr. Alaei as director of G.I.H.H.R. website.  
13 Restore Dr. Alaei's access to his email account. Rescind the  
14 statements made by Dr. Charles and any other UAlbany employees  
15 or agents that Dr. Alaei is no longer associated with or  
16 director of G.I.H.H.R. Was any of that relief provided in the  
17 settlement between U.U.P. and the State as far as you're aware?

18 A. Agreed to by the parties, no.

19 Q. Okay. Do you recall Dr. Alaei's U.U.P.  
20 representative's name Maureen Seidel?

21 A. I do.

22 Q. Do you recall if Ms. Seidel had raised in May or  
23 April 2018, the issue of Dr. Alaei being entitled to two years  
24 of employment?

25 A. I do.

1 Q. And do you recall H.R. saying we're -- no we're going  
2 with one year?

3 A. I don't recall specifically, believe we said  
4 something to that effect.

5 Q. And ultimately it was H.R. said we're paying you from  
6 August 2018 to August 2019.

7 A. The one year, correct.

8 Q. Yes. Okay.

9 A. That's correct.

10 Q. Do you know in Article 7, if somebody can claim a  
11 grievance after they've been terminated that they were  
12 wrongfully not given their full salary or benefits under the  
13 U.U.P.?

14 A. I have had former employee contract grievances. It's  
15 -- they're few and far between. So to answer your question  
16 directly, no, I don't know.

17 Q. And -- and isn't it clear -- strike that.

18 Isn't it understood by SUNY Albany that U.U.P. owns the  
19 grievances not that U.U.P. member?

20 A. Depends upon what step but as you get typically with  
21 all unions, as you get further on in the steps, either the  
22 Union or the grievant, you know, has the decision, but more  
23 likely than not the Union would have the decision power later  
24 on in the step process.

25 Q. So ultimately, union could just decide to settle it

1 before arbitration or at arbitration anyway the Union wanted  
2 to?

3 A. Should the exclusive bargaining agent decide to do so  
4 I believe that they're welcome to.

5 Q. Okay. And -- and do you know in -- in Article 7 of  
6 the U.U.P. which was -- Five. Showing you Exhibit five, page  
7 eight. In this grievance procedure, if there's any language  
8 that says after an employee has been terminated by SUNY Albany  
9 and the Union decides they're not going to pursue any  
10 grievances or any issues for that employee that the employee  
11 can still maintain a grievance for money?

12 A. Without -- I don't know without reviewing the whole  
13 doc.

14 Q. Okay.

15 A. I don't believe so but I'm not -- it's a lengthy --.

16 Q. And in fact at 7.6 of this document, 7.6.D. This  
17 says a grievance may be withdrawn at any time by the grievant  
18 or U.U.P. as grievance representative?

19 A. It's what it says.

20 Q. Okay. You talked about whether or not an employee  
21 had a right to know about non-renewal, if I can refer you to  
22 Article 33. Article 33.2 says, request for reason an academic  
23 or professional employee within ten working days following  
24 receipt of a written notice that the employee's term  
25 appointment will not be renewed upon the expiration.

1 Further employment following which expiration will be  
2 required by the policies of Board of Trustees to be on the  
3 basis of continuing permanent employment as the case may be,  
4 may submit to the college president in writing and request that  
5 the employee be apprised of the reasons for the notice of non-  
6 renewal.

7 Do you know did the president here provide any reason for  
8 notice and non-renewal to Dr. Alaei?

9 A. The best of my knowledge, he did not.

10 Q. Okay. I want to talk to you now about you talked  
11 about the appointments. This is Article 30. Are you familiar  
12 with the appointment process for new faculty when they first  
13 receive an appointment letter?

14 A. Generally, yeah.

15 Q. So this Article 30 talks about appointments, says  
16 appointments of employees shall be made in accordance with  
17 Article X of the policies, then goes on 30.3, all employees  
18 shall upon appointment receive a notice of appointment or  
19 reappointment containing the following information, academic or  
20 professional rank.

21 It goes on to say, type of appointment term continuing  
22 permanent or temporary duration or of appointment if a term or  
23 expected duration of a temporary appointment basic annual  
24 salary, effective date. So if somebody comes on who's in the  
25 U.U.P. as a new employee, they receive an appointment letter

1 under this provision?

2 A. Yes.

3 Q. Okay. So that's just part of the normal process?

4 A. Correct.

5 Q. Even if they're not in the U.U.P. Union before they  
6 get their appointment letter?

7 A. Correct. Even I -- I have an appointment letter.

8 Q. So you were appointed to -- to your job by an  
9 appointment letter?

10 A. My current title position --

11 Q. When you first came on.

12 A. -- yes, yes.

13 Q. Okay. So when you first started working with SUNY  
14 Albany you received an appointment letter?

15 A. That's correct.

16 Q. Were you in the U.U.P. Union at that point?

17 A. No.

18 Q. Do you know if your contract was approved by the  
19 State Comptroller's Office?

20 A. I do not.

21 Q. You had mentioned Elizabeth Grey. Wasn't there an  
22 investigation and a transcribe -- excuse me. Wasn't there an  
23 interview and a transcribed copy or transcription of that  
24 interview?

25 A. There was an interview. I can't remember if we

1 recorded it or not.

2 Q. Did you ever directly discuss with Ms. Grey anything  
3 about my client?

4 A. I did.

5 Q. You did? Doesn't the -- well, you've never read the  
6 transcript, is that what you're saying?

7 A. What I'm saying is, I don't recall if -- if the  
8 interview that I had with her was transcribed or not.

9 Q. Right.

10 MR. CASTIGLIONE: Your Honor, based on testimony  
11 given earlier about Ms. Grey allegedly making a report.  
12 There is a transcript. We do have a copy. I don't have a  
13 copy here. We would like to call Mr. Selchick tomorrow to  
14 rebut that testimony based on what's in the transcript.

15 THE COURT: Rebut what testimony?

16 MR. CASTIGLIONE: Mr. Selchick's testimony that  
17 Elizabeth Grey allegedly reported some concern to  
18 somebody. We think the transcript from Ms. Grey, from her  
19 discussion is completely the opposite.

20 THE COURT: Well, I -- I don't know that we need  
21 to hear from this witness that yes, this transcription  
22 contradicts what I said earlier. If you want to attempt  
23 to get the transcript before the court, I  
24 (unintelligible).

25 MR. CASTIGLIONE: Okay.

1 THE COURT: I don't know that we need the  
2 witness here.

3 MR. CASTIGLIONE: I agree. That's fine.

4 THE COURT: Okay.

5 MR. CASTIGLIONE: Okay. I have no other  
6 questions. Thank you, Your Honor.

7 THE COURT: Any re-cross?

8 MR. ROTONDI: No, Your Honor.

9 THE COURT: Okay. And put your mask on and then  
10 remove your shield, please. And thank you for your time.  
11 You're free to go, sir.

12 THE WITNESS: Thank you, Judge. Have a nice  
13 afternoon.

14 THE COURT: All right. As I understand that  
15 gentleman, that does it for witnesses today, correct, Mr.  
16 Castiglione?

17 MR. CASTIGLIONE: Yes, Your Honor.

18 THE COURT: All right. Let's just go off the  
19 record for a minute.

20 (Off the record 15:22:55 to 16:01:00)

21 THE MONITOR: On the record.

22 THE COURT: Thank you everyone for your time and  
23 meeting with the court subsequent to today's proceedings.  
24 Any housekeeping we need to do Mr. Castiglione before we  
25 conclude today?



1 MR. CASTIGLIONE: No, Your Honor.

2 THE COURT: Mr. Rotondi?

3 MR. ROTONDI: No, Your Honor.

4 THE COURT: Okay. Very well. Let's reconvene  
5 tomorrow morning promptly at nine thirty. We'll hear  
6 first from who tomorrow at nine thirty?

7 MR. ROTONDI: Tomorrow, I think is -- is the  
8 president going first, Mr. Stellar?

9 MR. CASTIGLIONE: I think it is the president.

10 MR. ROTONDI: President.

11 THE COURT: Okay. And Mr. Rotondi, be in a  
12 position if you would first thing tomorrow to advise us  
13 whether or not you would indicate there's a possibility to  
14 called Ms. Lisa (unintelligible). Is that her name?

15 MR. ROTONDI: Yes.

16 THE COURT: And let us know what the --.

17 MR. ROTONDI: If I find out I'll email you  
18 tonight.

19 MR. CASTIGLIONE: Sure.

20 MR. ROTONDI: Or give you a call.

21 MR. CASTIGLIONE: Yeah.

22 THE COURT: Okay. That concludes today's  
23 proceedings. Thanks, gentlemen. Bye.

24 MR. CASTIGLIONE: Thank you.

25 MR. ROTONDI: Thanks, Your Honor.

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THE COURT: Off the record.

(The trial adjourned at 4:01 p.m.)

CERTIFICATION

I, Hannah Allen, certify that the foregoing transcript of proceedings in the State of New York, Court of Claims, Kamiar Alaei v SONY, Claim #132554, was prepared using digital transcription equipment and is a true and accurate record of the proceedings to the best of our skill and ability.



/ DATED: 8/1/2022

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|--|--|
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1 NEW YORK STATE

2 COURT OF CLAIMS

X CLAIM NO.: 132554

3 KAMIAR ALAEI,  
Claimant

4 VS

5 STATE OF NEW YORK,  
Defendant

6 DATE: June 8, 2022 at 9:33 a.m.  
Trial - Day 3

7 LOCATION: Capitol Station, Courtroom 1  
Albany, New York 12224

8 BEFORE: HONORABLE FRANK P. MILANO

9 APPEARANCES: JOSEPH F. CASTIGLIONE, ESQ.  
JESSE SOMMER, ESQ.  
YOUNG/SOMMER, L.L.C.  
- For the Claimant

10 ANTHONY ROTONDI, A.A.G.  
11 AMANDA MALESZWESKI (Counsel SUNY Albany)  
12 OFFICE OF THE ATTORNEY GENERAL  
13 - For the Defendant

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19 OFFICIAL COURT COPY

20  
21 DIGITALLY RECORDED PROCEEDING  
22 TRANSCRIBED BY: Hannah Allen  
23 ASSOCIATED REPORTERS INT'L., INC.  
24 10 River Drive  
25 Massena, NY 13662



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Alaei v SONY - 6/8/2022

5

1 (The trial commenced at 9:33 a.m.)

2 THE MONITOR: On the record.

3 THE COURT: Good morning, everyone. It is  
4 Wednesday June 8th, 2022, I'm Judge Frank P. Milano of New  
5 York State Court of Claims sitting in Albany, New York.  
6 We're here to continue trial of the claim of Alaei v. SUNY  
7 et al. It's claim number one three two five five four.  
8 All parties are present including the Claimant Dr. Kamiar  
9 Alaei.

10 So I guess I'll ask Mr. Castiglione to call the  
11 Claimant's next witness please.

12 MR. CASTIGLIONE: The claimant calls Havidan  
13 Rodriguez.

14 THE COURT: All right please bring him forward.  
15 Do we address him as Mister or President?

16 MS. MALESZWESKI: President or Doctor?

17 THE COURT: We'll go with Doctor.

18 MR. CASTIGLIONE: Mister Doctor.

19 THE COURT: Could you please remain standing and  
20 put on one of the plastic face shields before you take  
21 your mask off? And now please take -- thank you. Remain  
22 standing and you're going to be sworn.

23 THE MONITOR: Raise your right hand. Do you  
24 solemnly swear the testimony you're about to give is the  
25 truth, the whole truth and nothing but the truth, so help

1           you God?

2                     DR. RODRIGUEZ: I do.

3                     WITNESS; HAVIDAN RODRIGUEZ; Sworn

4                     THE MONITOR: Be seated. State and spell your  
5 name for the record.

6                     MR. CASTIGLIONE: Before you do that, sir, let's  
7 go off the record, Your Honor.

8                     (Off the record, 09:35:16 to 09:36:31)

9                     THE MONITOR: On the record.

10                    THE COURT: Could you please state and spell  
11 your complete name, sir?

12                    THE WITNESS: Yes. Good morning. My name is  
13 Havidan Rodriguez, H-A-V-I-D-A-N R-O-D-R-I-G-U-E-Z.

14                    THE COURT: All right. Sir, do you prefer being  
15 addressed as Doctor or President, sir?

16                    THE WITNESS: I have no preference whatsoever.

17                    THE COURT: Okay. Your witness.

18                    MR. CASTIGLIONE: Thank you, Your Honor.

19                    DIRECT EXAMINATION BY MR. CASTIGLIONE:

20           Q. Dr. Rodriguez, can you explain to me if you're  
21 currently employed?

22           A. I am currently employed.

23           Q. And who's the employer?

24           A. The University at Albany, State University of New  
25 York.

1 Q. Okay. And what's your position there?

2 A. I am President of the University at Albany.

3 Q. Okay. And how long have you had that position?

4 A. In September it will be five years.

5 Q. Five years September, so that goes back to 2017?

6 A. I started my position September of 2017.

7 Q. Okay. Can you explain to me your job

8 responsibilities as President of University at Albany?

9 A. As the President of the University at Albany I am the  
10 Chief Executive Officer, if you will, the C.E.O. and so the  
11 University reports to me through a number of representatives in  
12 my Executive Council. Vice President for Student Affairs,  
13 Financial Administration, Academic Affairs, Advancement,  
14 Research, Government Community Relations and -- and others. So  
15 I am the person in-charge of running the University in  
16 partnership with my executive council.

17 THE COURT: Doctor, (unintelligible) how does  
18 one become president of SUNY at Albany?

19 THE WITNESS: It varies. But in my case, I went  
20 through the ranks, if you will. I was -- initially I  
21 started as a Department Chair. Then became Associate  
22 Dean. Then Dean and then Vice Provost and then Provost.  
23 Chief Academic Officer and then President. These are all  
24 competitive positions.

25 THE COURT: Who is the appointing authority?

1 THE WITNESS: The appointing authority in my  
2 case as President of University at Albany is the  
3 Chancellor of the State University of New York and the  
4 Board of Trustees of SUNY.

5 THE COURT: Okay. At the time of your  
6 appointment who was the Chancellor?

7 THE WITNESS: At the -- at the time of my  
8 appointment it was Dr. Nancy Zimpher.

9 THE COURT: And -- and was it through that  
10 process that you were appointed President through Nancy  
11 Zimpher and -- and the Board of Trustees?

12 A. There was a national search for the  
13 President of the University at Albany. I was one of the  
14 candidates after thorough interview process. The Board  
15 and the Chancellor decided that I should be the next  
16 President of the University at Albany, yes.

17 THE COURT: And how long have you been at SUNY  
18 Albany?

19 THE WITNESS: Now in September would be five  
20 years, sir.

21 THE COURT: No, in all?

22 THE WITNESS: Oh, five years in all.

23 THE COURT: Oh, you when you came to the  
24 (unintelligible).

25 THE WITNESS: It -- it was not. I was at

1 different institutions.

2 MR. CASTIGLIONE: Thank you, Your Honor.

3 BY MR. CASTIGLIONE: (Cont'g.)

4 Q. Your job as President, does that include  
5 overseeing investigations by what's known as the Title  
6 Nine Office at University of Albany?

7 A. I wouldn't say that's necessarily  
8 overseeing those investigations. But investigations that  
9 transpire in the Title Nine Office and other offices do  
10 come to me on a regular basis to update me on any  
11 particular issues or situations that may be of importance  
12 to the university.

13 Q. And does that include investigations by the  
14 Office of Human Resources at the university?

15 A. The same thing applies, yes.

16 Q. Okay. So in other words, if there's an  
17 investigation going on, it goes all the way to the top,  
18 you're informed, you oversee, you're advised?

19 A. Not necessarily in all cases. But yes, I  
20 am regularly informed of any investigations that we -- may  
21 be transpiring at the university.

22 Q. Okay. If I can show you what's been  
23 identified as Claimant's Exhibit Number Eight into  
24 evidence. This is a letter dated February 8, 2018  
25 concerning Dr. Alaei from the University of Albany. I'll



1 show you this letter and take a look at it.

2 THE COURT: Can you show the witness the --.

3 MR. CASTIGLIONE: (unintelligible).

4 THE COURT: You see that, sir?

5 THE WITNESS: Yes sir.

6 BY MR. CASTIGLIONE: (Cont'g.)

7 Q. Are you familiar with this document?

8 A. I think I've seen the document before. Yes.

9 Q. Okay. So this document pertains to an alternative  
10 assignment for Dr. Kamiar Alaei that was advised to him by  
11 Human Resources in February of 2018. Do you recall that  
12 situation?

13 A. I do.

14 Q. And do you recall the related disciplinary  
15 investigation that's identified in that letter?

16 A. I do.

17 Q. Okay. Do you recall giving prior testimony in this  
18 matter at a deposition on April 12, 2021?

19 A. I do.

20 Q. Okay. Do you recall at that deposition that you had  
21 said overall human resources was in-charge of conducting that  
22 investigation?

23 A. Yes, sir.

24 Q. Okay. Can you explain to me your understanding what  
25 an alternative assignment is?

1           A.    Alternative assignments vary, but typically they --  
2 they mean that you are removed from the responsibilities, your  
3 current responsibilities of your current office and other  
4 duties are assigned to you that are of benefit to the  
5 institution but they do not directly interrelate necessarily  
6 with the work that you're performing in your current job or  
7 position.

8           Q.    Okay. Were you provided updates regarding the  
9 investigation concerning Dr. Alaei including the outcome of the  
10 investigation?

11          A.    I was.

12          Q.    Okay. Did you issue any directives to Human  
13 Resources about how to conduct the investigation or the terms  
14 of Dr. Alaei's work during the investigation?

15          A.    I typically don't issue any directives to Human  
16 Resources regarding their investigations. They conduct their  
17 investigations and keep me addressed or informed of what is  
18 transpiring.

19          Q.    So in this case, you did not issue any directives to  
20 Human Resources?

21          A.    Not that I recall, no.

22          Q.    Okay. And -- and do you recall ultimately the  
23 investigation concerning Dr. Alaei came to a conclusion?

24          A.    I'm sorry. I didn't get that.

25          Q.    Sure. Do you recall that the investigation

1 concerning Dr. Alaei ultimately came to a conclusion?

2 A. Yes, I do.

3 Q. And -- and if I can refer you to your deposition  
4 testimony, page twelve.

5 Asked the question, do you recall what the conclusion was  
6 as a result of the investigation?

7 Your answer was, I do.

8 The question was posed, what was that conclusion as you  
9 recall?

10 Your answer was, as I recall and provided by legal counsel  
11 here at the university. There were no findings regarding  
12 mismanagement of funds. That is everything seemed to be in  
13 order. And there were no specific conclusions regarding Title  
14 Nine issues because at the end of the day -- we -- there were  
15 no people that wanted to move forward with this investigation.

16 Then asked, so you're saying that there was nobody --  
17 nobody reached the conclusion about whether or not the  
18 allegations under Title Nine are being investigated by Title  
19 Nine.

20 Nobody reached the conclusion about whether there was any  
21 merit to those allegations. At this point in time there was no  
22 evidence to say that there were any merits to the  
23 investigation.

24 Do you recall giving that testimony?

25 A. I do.

1 Q. Okay. Decisions concerning Dr. Alaei's appointment,  
2 excuse me, Dr. Alaei's employment after the February 2008  
3 letter was issued, who would be the person or persons giving  
4 direction on that?

5 THE COURT: Say again please.

6 MR. CASTIGLIONE: Sure.

7 BY MR. CASTIGLIONE: (Cont'g.)

8 Q. After the February 8 letter on the screen that was  
9 issued, do you know who would be in-charge of directing and  
10 supervising Dr. Alaei's employment?

11 A. Well, Dr. Alaei would report to the Dean of -- of  
12 that corresponding unit who reports to the Provost of Academic  
13 Affairs.

14 Q. So in other words the Dean overseeing Dr. Alaei's  
15 appointment would be making decisions and then the Provost  
16 overseeing that Dean would be making decisions?

17 A. Not necessarily but that would generally be the  
18 process, yes.

19 Q. Okay. Are you familiar -- well, let me show you.  
20 Actually strike that.

21 Are you familiar with what's known as the United  
22 University Professions Agreement with the State of New York?

23 A. Generally, I know of the agreement, yes.

24 Q. Okay. If I can, I'll identify it for you on the  
25 screen. I'm showing you Exhibit Five in evidence. And this

1 generally would be the document I'm referring to.

2 A. Yes.

3 Q. Are you familiar with the document with that title,  
4 is that fair to say?

5 A. Generally, yes. I don't know all the items within  
6 the agreement. But yes, I know of the agreement.

7 Q. Okay. Do you recall testifying at your deposition?

8 MR. ROTONDI: Mr. Castiglione (unintelligible).

9 THE COURT: Let's go off the record.

10 MR. CASTIGLIONE: Sure.

11 (Off the record, 09:46:02 to 09:46:47)

12 THE MONITOR: On the record.

13 THE COURT: Okay. Go head, sir.

14 BY MR. CASTIGLIONE: (Cont'g.)

15 Q. Was the Office of Human Resources and Title Nine  
16 Office and legal counsel responsible to assure you that SUNY  
17 Albany was following all the provisions required under the  
18 U.U.P. Agreement concerning the investigation regarding Dr.  
19 Alaei?

20 A. They -- they are responsible that we're following  
21 those guidelines.

22 Q. Okay. Did you rely upon those offices to ensure  
23 compliance with the U.U.P. Agreement as to the investigation  
24 concerning Dr. Alaei?

25 A. I did.

1 Q. Okay. You did? Is that correct?

2 A. I did.

3 Q. Okay. Did you issue any directives that Dr. Alaei's  
4 email access be removed as part of the investigation concerning  
5 Dr. Alaei?

6 A. I did not.

7 Q. Okay. Who is Bruce Szelest?

8 A. Bruce Szelest is my Chief of Staff.

9 Q. Is he typically involved in Title Nine or  
10 Disciplinary Investigations concerning SUNY faculty or  
11 employees?

12 A. He is not involved in these investigations, but he is  
13 as my Chief of Staff he has kept informed and abreast of  
14 anything issue -- any issues that might transpire in that  
15 regard or any other matters.

16 Q. Were you aware of any concerns being raised about  
17 actions taken by SUNY Albany during the course of investigation  
18 that were affecting or relative to Dr. Alaei?

19 THE COURT: Can you be more specific?

20 MR. CASTIGLIONE: Sure. Do you recall learning  
21 of any concerns being raised about the process that was  
22 implemented for the investigation concerning Dr. Alaei?

23 THE WITNESS: I received no concerns, we were  
24 following the U.U.P. Agreement.

25 BY MR. CASTIGLIONE: (Cont'g.)

1 Q. Okay. Are you aware whether Dr. Alaei had his access  
2 keys and card access to SUNY Albany removed as part of this  
3 investigation?

4 A. I believe he was.

5 Q. Okay. Are you aware -- strike that.

6 Randy Stark was here yesterday providing testimony. His  
7 testimony included that he was directed, or Human Resources was  
8 directed to remove Dr. Alaei's access keys and card access by  
9 James Stellar and Bruce Szelest. Why would Bruce Szelest have  
10 any involvement with that based on your testimony that he  
11 generally is not involved in these matters?

12 A. Bruce Szelest would not generally be involved in  
13 these matters. Bruce Szelest may get recommendations as what -  
14 - what is being recommended in this particular case. Bruce  
15 Szelest would then consult with the President and see if I'm in  
16 agreement or not.

17 Q. Was Mr. Szelest reviewing emails and to dictate  
18 course of conduct as to the investigation and actions by SUNY  
19 Albany concerning Dr. Alaei and G.I.H.H.R. during this  
20 investigation?

21 A. The answer is no. Bruce Szelest gets information is  
22 informed about the situation and communicates that information  
23 to me.

24 Q. Okay. If I can refer you to -- I'm going to show you  
25 what's been marked in evidence as Claimant's Exhibit Sixty-

1 five. It's an email from Harvey Charles dated February 8, 2018  
2 which was sent in part -- it's new (unintelligible). If I can  
3 refer you to Claimant's Exhibit Sixty-five into evidence which  
4 is an email from Harvey Charles to several people including,  
5 what's his name, Bruce Szelest, dated February 8th, 2018.

6 Part of this says as we await tomorrow's meeting, I  
7 believe that some consideration should be given to providing  
8 communication to G.I.H.H.R.'s Advisory Board. Many of the  
9 members are very influential people associated with prestigious  
10 universities and organizations.

11 I imagined that my letter to the students will somehow get  
12 to one or more of them and they too will have questions who  
13 want to know what's happening with G.I.H.H.R., I recommend some  
14 sort of communication be prepared and delivered. Do you know  
15 why Mr. Szelest was on this email about having communications  
16 to advisory board members?

17 A. As you can see there's a long list of individuals  
18 copied in this email or that have relevant information  
19 regarding what to do and how to move forward. And Bruce  
20 Szelest, as my Chief of Staff, is kept abreast of many of the  
21 issues that transpire in the university. And as my Chief of  
22 Staff, he is responsible for collecting that information and  
23 informing me.

24 MR. CASTIGLIONE: Your Honor, I'd like to  
25 identify as Exhibit OO, excuse me, as Exhibit Fifty-six.



1 THE COURT: Were you marking those exhibits?

2 MR. CASTIGLIONE: It was -- it was objected to,  
3 so it hasn't been submitted into evidence.

4 THE COURT: What number -- what --?

5 MR. CASTIGLIONE: It's Exhibit Sixty -- oh  
6 that's not it.

7 THE COURT: (unintelligible) approved Sixty-six.

8 MR. CASTIGLIONE: Yes, but there was some  
9 objection as to some of these.

10 THE COURT: Okay. And which one are we talking  
11 about?

12 MR. CASTIGLIONE: Sorry. Fifty-six I read it  
13 backwards.

14 THE COURT: Fifty-six is in evidence.

15 MR. CASTIGLIONE: Is this in evidence. There  
16 was no objection. Maybe I wrote it wrong.

17 THE COURT: Fifty-six is in evidence.

18 BY MR. CASTIGLIONE: (Cont'g.)

19 Q. Okay. I'm referring you to what's been introduced  
20 and marked into evidence as Claimant's Exhibit Fifty-six.  
21 Exhibit Fifty-six is an email, a chain of emails really from  
22 Mr. Szelest, James Stellar dated February 14. There's an email  
23 here where Mr. Stellar is contacting Mr. Szelest and saying,  
24 making sure you have this one too. It's a subject concerning  
25 Dr. Kamiar Alaei providing an email from a third-party.

1 It appears to be a former intern of Dr. Alaei explaining  
2 her experience and asking why such a huge life- changing  
3 decision for such an honorable person is made so fast without  
4 having reasonable due process. And Mr. Stellar is sending that  
5 along to Mr. Szelest. Do you know why he was doing that? Why  
6 was Mr. Szelest receiving these emails and communicating on it?

7 A. As I said on multiple occasions Dr. -- Dr. Szelest is  
8 my Chief of Staff. As Chief of Staff he collects information,  
9 forwards that information. In this case from this particular  
10 situation puts all that information together for my review and  
11 information.

12 Q. If I can refer you to what's in evidence as  
13 Claimant's Exhibit Fifty-seven. This is a series of emails  
14 with Mr. Szelest and James Stellar. It appears initially Mr.  
15 Stellar is forwarding an email from Kevin Williams dated  
16 February 14th. It says concerns regarding Dr. Alaei and  
17 beyond.

18 Mr. Stellar says Bruce, Kevin sent this to me see below.  
19 I figured I would share. I feel sorry for the student. We can  
20 really do no better as we must use an alternative assignment  
21 while the investigation happens. I hope the new directors will  
22 have a helpful effect on the folks. And it looks like Mr.  
23 Szelest was forwarding this on to you directly?

24 A. Yes, he did.

25 Q. So were you being kept aware of emails raising

1 concerns that were going along the chain of people who are  
2 overseeing the investigation over -- overseeing Dr. Alaei's  
3 appointment?

4 A. There were a number of email informations forward to  
5 me about the case, yes.

6 Q. So information with concerns went all the way to the  
7 top, to you?

8 A. In some cases, yes.

9 Q. Okay. But otherwise, it was not typical to have Mr.  
10 Szelest involved in these types of matters?

11 A. As the Chief of Staff for the President of the  
12 University at Albany, Dr. Szelest responsibility is to gather  
13 information and get information. People approached Dr. Szelest  
14 in order to brief him and he briefed me in turn.

15 Q. As I stated yesterday Randy Stark was here. He  
16 provided testimony in part that said his office was directed by  
17 you that Dr. Alaei not have access to his SUNY email account.  
18 You want -- can you -- do you understand why Mr. Stark would  
19 say that in light of your testimony that you said you issued no  
20 directives concerning this matter?

21 A. I receive recommendations from the particular units,  
22 in this case, maybe Human Resources and Title Nine. And I say  
23 whether I agree or disagree with the recommendation.

24 Q. Mr. Stark also testified yesterday to the effect that  
25 removing email access was not common for these types of

1 alternative assignments like Dr. Alaei's. Are you suggesting  
2 that Human Resources contacted you to recommend that you remove  
3 Dr. Alaei's email?

4 A. There were a number of recommendations. I can't  
5 remember all the specific recommendations. It's not atypical  
6 to remove email access to individuals who (unintelligible) on  
7 these types of situations.

8 Q. Understood. But Mr. Stark provided testimony that it  
9 wasn't common to remove email access -- access in these types  
10 of situations?

11 A. And I'm saying that it varies --.

12 THE COURT: Hold on, that wasn't a question.

13 MR. ROTONDI: That was my objection.

14 BY MR. CASTIGLIONE: (Cont'g.)

15 Q. Are you able to address why Mr. Stark would say that?

16 MR. ROTONDI: Objection.

17 THE COURT: Sustained.

18 BY MR. CASTIGLIONE: (Cont'g.)

19 Q. Mr. Stark also testified that it was not consistent  
20 with the U.U.P. Agreement to remove Dr. Alaei's email access as  
21 it constituted a form of discipline. Are you able to comport  
22 that with your statement that it was a recommendation to you?

23 A. I'm not sure what the U.U.P. statement relates  
24 regarding we move or not, but that is an administrative  
25 decision made by the university.

1 Q. So did you make that decision?

2 A. As I said before I receive recommendations and I  
3 agree or disagree with them.

4 Q. Understood. But I asked if you made that decision.

5 A. And I said that I receive recommendations on these  
6 matters. And I determine whether I agree or disagree with  
7 them. In this case, if that was the recommendation and his  
8 email access was removed, obviously I agreed with the  
9 recommendation.

10 Q. So you're suggesting that somebody recommended this  
11 to you?

12 A. If I recall correctly, yes.

13 Q. Who recommended it?

14 A. It all depends what the particular situation is. In  
15 this case it could be Human Resources.

16 Q. So you're saying Human Resources recommended it to  
17 you even though Mr. Stark said he was told by you to do it.

18 MR. ROTONDI: Objection, Your Honor.

19 THE COURT: I'm going to sustain the objection  
20 and (unintelligible) if you wish or can't.

21 MR. CASTIGLIONE: Okay.

22 BY MR. CASTIGLIONE: (Cont'g.)

23 Q. So you previously testified that you relied on H.R.  
24 as the basis to ensure that the investigation comported with  
25 the U.U.P., correct?

1 THE COURT: The -- the question was, you relied  
2 on H.R. to adhere to the U.U.P. in undertaking these --.

3 THE WITNESS: H.R. and a number of other areas,  
4 yes.

5 BY MR. CASTIGLIONE: (Cont'g.)

6 Q. H.R. in this instance made clear that it was a  
7 violation of U.U.P. Agreement constituted discipline as to  
8 removing email access.

9 THE COURT: I'm sorry?

10 MR. CASTIGLIONE: So H.R. in this instance as to  
11 removing email access, made it clear that it constituted a  
12 violation of the U.U.P. Agreement and constituted  
13 discipline. So are you suggesting that H.R. would suggest  
14 to you something that was violative of the U.U.P.  
15 Agreement and constituted discipline in their own opinion?

16 THE COURT: Is this because you're making  
17 representation that Mr. Stark's testimony was that to  
18 remove email access was discipline? Is that what you're  
19 saying?

20 THE WITNESS: That it was discipline, and it was  
21 inconsistent with the U.U.P. And he's suggesting then  
22 that H.R. would go against its own interpretation and  
23 advise.

24 THE COURT: And I must confess, I don't remember  
25 exactly what -- specifically what -- what -- what --.

1 MR. CASTIGLIONE: Sure.

2 THE COURT: Mr. Stark says your  
3 (unintelligible).

4 MR. ROTONDI: First of all, it seems like it's a  
5 compound question. I think it's been asked and answered.  
6 And --

7 THE COURT: It is a compound question. And --  
8 and I'll sustain it on that basis.

9 BY MR. CASTIGLIONE: (Cont'g.)

10 Q. If I can refer you to Mr. Stark's deposition  
11 transcript page twenty. Question was posed. You said you were  
12 looking at U.U.P. Agreement issues. Did you ever determine if  
13 removing email access was a violation of the U.U.P. Agreement  
14 or consistent with U.U.P. Agreement? Mr. Stark said it was not  
15 consistent with the U.U.P. Agreement.

16 Alternative assignment is an alternative assignment. It's  
17 not a form of discipline action and being that disciplinary  
18 action than the email would have remained in place.

19 Question, but for the directive of the President here?  
20 Correct.

21 THE COURT: Question.

22 BY MR. CASTIGLIONE: (Cont'g.)

23 Q. Question is, are you saying that Human Resources  
24 advised you to or recommended it to you to remove email access?

25 A. I'm saying that Human Resources and others made

1 recommendations to me. I reviewed them and if I agreed I would  
2 approve them.

3 Q. Is it possible you could have made a decision without  
4 a recommendation?

5 A. No, the answer is typically no. I count on  
6 individual recommendations from the corresponding offices  
7 before making my determination.

8 Q. Okay. Mr. Stark had also testified, and I can refer  
9 you to page twenty-six in his deposition. Actually, let me ask  
10 you this. Do you recall any directive to Dr. Alaei that he did  
11 not represent himself as an employee of SUNY or representative  
12 of SUNY if he undertook off-campus speaking engagements?

13 A. Can you repeat that please?

14 Q. Sure. Do you recall a directive being given by SUNY  
15 Albany that Dr. Alaei not represent himself as being an  
16 employee or affiliated with SUNY Albany while he was on  
17 alternative assignment if he was speaking at a off-campus  
18 speaking engagement?

19 A. I believe I saw some information regarding that.

20 Q. Do you know who made that decision?

21 A. I do not know what the final determination was, no.

22 Q. Okay. In Mr. Stark's deposition, page twenty-six.

23 Question, in your prior experience with investigations or  
24 alternative assignments, was that common or typical protocol  
25 that the person subject to the investigation or alternative



1 assignment was not able to attend these types of lectures or  
2 speaking engagements and that represent -- represent themselves  
3 as being an employee or being a representative of SUNY Albany?

4 Answer, I don't recall that having come up in the previous  
5 investigations.

6 Do you recall if there was a determination by the  
7 President or Mr. Szelest about this issue?

8 I don't.

9 Again, with regards to this I don't recall what the  
10 outcome was of that. That was not a decision that H.R. would  
11 have made.

12 So you don't know if H.R. didn't make that decision, do  
13 you know who would have made that decision?

14 A. I do not.

15 Q. Okay. As to the email issue again. Do you know why  
16 Mr. Selchick would have testified yesterday that there was no  
17 basis in the U.U.P. Agreement to remove email access?

18 MR. ROTONDI: Objection, Your Honor.

19 THE COURT: Basis?

20 MR. ROTONDI: Calls for speculation.

21 MR. CASTIGLIONE: I'm asking him if he knows  
22 why.

23 THE COURT: No, you're asking him why Mr.  
24 Selchick would have said that. Sustained.

25 MR. CASTIGLIONE: But he was -- he was in-charge

1 with overseeing all the investigations on campus.

2 THE COURT: Objection sustained.

3 BY MR. CASTIGLIONE: (Cont'g.)

4 Q. Did anyone ever raise concerns with you about an  
5 email being sent by Harvey Charles dated February 9, 2018  
6 concerning Dr. Alaei being perceived as discipline?

7 A. There were many emails that were being sent. So I  
8 don't remember a specific email.

9 Q. Okay. Showing you what's been introduced into  
10 evidence as Claimant's Exhibit Fifteen. Claimant's Exhibit  
11 fifteen includes an email from Harvey Charles dated February 9,  
12 2018.

13 THE COURT: Center that, Counsel.

14 BY MR. CASTIGLIONE: (Cont'g.)

15 Q. And the next -- next page is on the screen. The  
16 subject is G.I.H.H.R. Mr. Szelest was a recipient. That says  
17 in part I'm writing to inform you that effective today I've  
18 named Dina Refki and Gina Volynsky as interim co-directors of  
19 the Global Institute for Health and Human Rights at the  
20 University of Albany. Do you recall that email?

21 A. I don't remember that I specifically saw that email  
22 but it looks familiar.

23 Q. And again Mr. Szelest is on this email indicating  
24 that it was something he would have forwarded on to you and  
25 kept you abreast of?

1 A. There's many people copied in that email, but Bruce  
2 Szelest is one of them, yes.

3 Q. But if he received this, was he keeping you advised  
4 of the situation?

5 A. That is his role and responsibility.

6 Q. Okay. Again, did you recall receiving any concerns  
7 or hearing any concerns from Brian Selchick and Randy Stark  
8 that this email could be perceived as discipline against Dr.  
9 Alaei?

10 A. I did not.

11 Q. Mr. Selchick said in his deposition, page twenty-two.  
12 Regarding removing Dr. Alaei from the website in your  
13 prior experience with other investigations and alternative  
14 assignments was removing an employee's reference from the SUNY  
15 website consistent with those prior investigatory or  
16 alternative assignment practices by SUNY Albany?

17 His response, I don't recall that having happened.

18 Are you aware of Mr. Alaei's references being removed from  
19 the G.I.H.H.R. website at the, you know, outset of the  
20 investigation?

21 A. I don't recall, but I would assume they would have.

22 Q. Okay. Why would they have done that?

23 A. Because if you remove a person from a position and  
24 was placed in alternate assignment and they no longer direct in  
25 this case you are pointing to interim directors you have to

1 make the corresponding changes in the website. So the external  
2 and internal community are informed. In this case, who is  
3 running the Global Institute for Health and Human Rights at the  
4 University at Albany.

5 Q. So at that point, Dr. Alaei had been removed from his  
6 director position and was replaced by two other people?

7 A. He was put on alternate assignment and these were  
8 placed as interim directors of the Global Institute for Health  
9 and Human Rights.

10 Q. As to Mr. Szelest, did he have a particularly more --  
11 strike that. Did he have a -- strike that.

12 Was his involvement in this matter more significant than  
13 the -- the level of his involvement in other types of  
14 investigations?

15 A. His involvement in this case is as significant as it  
16 would be in any other type of investigation. He is kept  
17 informed. He collects the information. He provides it to me.

18 Q. Did you also recall that as to removing Dr. Alaei's  
19 information from the website removing all prior work history  
20 that Dr. Alaei had performed as part of G.I.H.H.R. from the  
21 website?

22 A. I would not be involved in that process.

23 Q. Okay. Do you know who would be?

24 A. It would depend on -- on the particular situation but  
25 a number of factors including Academic Affairs.

1 Q. Do you know if that was consistent with the U.U.P.  
2 Agreement?

3 A. I don't know that there's any U.U.P. Agreement  
4 related to this. It's an administrative decision.

5 Q. As to Mr. Szelest involvement, Mr. Selchick testified  
6 at his deposition when asked, is it fair to say Mr. Szelest was  
7 overseeing employment issues at that time for Dr. Alaei?

8 Mr. Selchick responded, no, he was certainly playing a  
9 substantial role.

10 Question. Okay. Is that common to have the Chief of  
11 Staff of the President play a substantial role in employment  
12 issues when an employee's on alternative assignment.

13 Depends on the issue. Typically, it's not.

14 Mr. Selchick continues. It is less frequent, and I would  
15 say infrequent for Bruce to be directly involved in the  
16 decision making.

17 Question. So his involvement in this matter concerning  
18 Dr. Alaei was not typical in terms of alternative assignment  
19 employee matters. Is that fair to say?

20 Mr. Selchick responded. I think that is a fair statement.

21 So you had just testified that this was the typical type  
22 of involvement by your Chief of Staff in these investigations.  
23 But is this the type of involvement he actually usually has in  
24 these types of investigations or was this more heightened and  
25 more involved?

1 A. Dr. Szelest is not a decision-maker, first of all.  
2 And second of all, his responsibility is to collect information  
3 from all parties involved and report that information to the  
4 President. I would expect his involvement in this situation to  
5 be similar in other situations that are of this nature.

6 Q. So to the extent that Mr. Szelest was involved here,  
7 he was providing you with the information.

8 A. That is his responsibility.

9 Q. Were you directing information or directions through  
10 Mr. Szelest to be distributed to other SUNY employees about  
11 this matter?

12 A. It -- it all depends what the situation is.

13 Q. Was Mr. Szelest involved in any other alternative  
14 assignments that year?

15 A. I can't recall that.

16 Q. Do you know if there were any other alternative  
17 assignments that year?

18 A. There's been many alternative assignments. I'm not  
19 sure about that particular year. But yes, there's alternative  
20 assignments at the university.

21 Q. Okay. I'd like to talk to you about non-renewal of  
22 Dr. Alaei. Do you recall a time where non-renewal process for  
23 Dr. Alaei was initiated by SUNY Albany?

24 A. I know the process was initiated. Yes.

25 Q. Okay. Do you know here if Dr. Alaei's supervisor was

1 supportive of Dr. Alaei being non-renewed?

2 A. I do not know that he was or he wasn't.

3 Q. Okay. Was the Provost James Stellar pushing for non-  
4 renewal?

5 A. As part of the reorganization that we were  
6 contemplating, that's part of his role.

7 Q. Okay.

8 THE COURT: Was that yes?

9 THE WITNESS: Yes.

10 BY MR. CASTIGLIONE: (Cont'g.)

11 Q. Was Mr. Szelest also pushing for non-renewal and  
12 buyout of Dr. Alaei?

13 A. Dr. Szelest has no decision-making power in this  
14 situation, no.

15 Q. But was he promoting that Dr. Alaei be non-renewed?

16 A. That is not his role and responsibility, no.

17 THE COURT: Well, that's not --.

18 MR. CASTIGLIONE: That's not responsive --

19 THE COURT: (unintelligible), Doctor. The  
20 question was, was he in favor of non-renewal essentially.  
21 Can you answer that question?

22 THE WITNESS: No, that -- that is not something  
23 that would be under his scope and so, he was not pushing  
24 for non-renewal or dismissal. He was keeping me informed  
25 and I made the corresponding determinations based on the

1 information that I receive.

2 MR. CASTIGLIONE: Concerning non-renewal of Dr.  
3 Alaei if I can refer you to -- if I can refer you to  
4 Exhibit Thirty-six.

5 THE COURT: Three six?

6 BY MR. CASTIGLIONE: (Cont'g.)

7 Q. Thirty-six. Actually, I'm sorry, I meant Exhibit  
8 Thirty-seven. Exhibit Thirty-seven in evidence is a -- is a  
9 letter from Dr. Alaei to you, Doctor, dated May 22nd, 2018.  
10 I'll slowly flip through this document to see if it refreshes  
11 your memory. Do you recall this letter from Dr. Alaei?

12 A. I believe this was part of the information that I  
13 reviewed. Yes.

14 Q. Did you have any opinion of what was raised by Dr.  
15 Alaei in this letter regarding the merits of his work?

16 A. I did not.

17 Q. Did you review it?

18 A. Review what?

19 Q. Did you review this letter at the time it was sent to  
20 you?

21 A. I believe I did.

22 Q. And you had no opinion about what was being raised in  
23 this letter?

24 A. I read the letter. I (unintelligible) the  
25 information and that's about it.



1 Q. So you didn't give any particular concern or credence  
2 to any issue raised in this letter?

3 A. I read the letter. I took into consideration what  
4 the letter said. And then I reviewed the information that was  
5 provided to me.

6 Q. Did the Provost James Stellar make a recommendation  
7 to you to non-renew Dr. Alaei's employment?

8 A. In conversations with the Provost, yes, that was one  
9 of the recommendations.

10 Q. Did he explain to you why he was recommending a non-  
11 renewal?

12 A. This was part of an overall process at the University  
13 of reorganization of -- of the university. And we were in the  
14 -- in the process of changing a number of units. And we had  
15 decided that we no longer get into restructural --  
16 restructuring at the university. And the issues that we were  
17 focusing on that this would be a -- an institute that we will  
18 no longer have at the university at Albany.

19 Q. So you were, in other words, you're saying here today  
20 that you were looking to -- to get rid of G.I.H.H.R. at the  
21 time?

22 A. What I'm saying is that as part of the reorganization  
23 process at the university we had restructured and we had  
24 (unintelligible) a number of institutes and centers at the  
25 University at Albany including a variety of offices. And yes,

1 this was one of them.

2 Q. If I can refer you to Exhibit Four -- actually --.

3 THE COURT: Off the record just for a quick  
4 minute. Keep going, Mr. Castiglione. Off the record.

5 (Off the record, 10:22:09 to 10:22:16)

6 THE MONITOR: On the record.

7 BY MR. CASTIGLIONE: (Cont'g.)

8 Q. Just quickly back to Thirty-seven. On this page, it  
9 says by laying out at the bottom. It says by laying out the  
10 enrollment and research grants that I have generated it is  
11 clear that there is no performance-based or financial reason  
12 for the non-renewal in the absence of any performance-based  
13 justification for this action a reasonable person can only  
14 assume and is related to reasons that I have been placed on  
15 alternative assignment. Did you provide any response to Dr.  
16 Alaei to this letter and what was raised in this letter?

17 A. I don't recall.

18 Q. Okay. In this letter, Dr. Alaei also references  
19 certain fundraising including about receiving four million  
20 dollars in funding from various matters. Do you recall if  
21 other faculty brought in that type of money within a short  
22 period of time, consistent with what how Dr. Alaei had  
23 performed?

24 A. We are a research one institution. So part of the  
25 process is for faculty to be engaged in research and generate

1 funding and there are faculty that have brought in less than  
2 two point nine million dollars and there is faculty that have  
3 brought in more than three point nine million dollars.

4 Q. What percentage of your faculty has brought in over  
5 six million dollars within a short period of time?

6 THE COURT: Next question (unintelligible).

7 MR. CASTIGLIONE: If I can refer you to what's  
8 been marked into evidence as Exhibit One.

9 THE COURT: You want Exhibit One?

10 MR. CASTIGLIONE: Yes, Your Honor.

11 THE COURT: This is the appointment letter, sir.

12 BY MR. CASTIGLIONE: (Cont'g.)

13 Q. Showing you what's been marked into evidence as  
14 Claimant's Exhibit one. A letter dated April -- a letter dated  
15 April 16, 2014. This is an appointment letter for Dr. Alaei.  
16 And I'll show you the second page. Do you recall seeing this  
17 letter at any point in time, sir?

18 A. I believe I have yeah.

19 Q. Okay. You had just mentioned that the university was  
20 considering getting rid of G.I.H.H.R. and restructuring. Are  
21 you aware that -- strike that.

22 You are aware that Dr. Alaei's appointment, his initial  
23 appointment was actually as a Research Associate Professor and  
24 lecturer in the Department of Public Administration and Policy  
25 with Rockefeller College and that his secondary appointments

1 which were non-stipend included Director of G.I.H.H.R. as well  
2 as courtesy affiliation appointments in the School of Public  
3 Health and School of Criminal Justice.

4 So ultimately, the university decided to terminate Dr.  
5 Alaei's appointment. Is that correct?

6 A. To non-renew his appointment, yes.

7 Q. And did you also terminate his employment effective  
8 August 10, 2018?

9 A. I can't remember the exact date.

10 Q. Okay. But at some point it was terminated.

11 A. Yes.

12 Q. Okay. And you had said it was because part of it you  
13 were seeking to reorganize the -- the university you're seeking  
14 to get rid of G.I.H.H.R.?

15 A. That's correct.

16 Q. So why wouldn't Dr. Alaei have been able to continue  
17 on as a Associate Professor and Lecturer which was his actual  
18 primary appointment?

19 A. His primary appoint -- depending on how you see this.  
20 One of his responsibilities was to be Director of G.I.H.H.R.,  
21 his contract was coming to an end and we decided not to renew  
22 the contract.

23 Q. So his -- his appointment as Director of G.I.H.H.R.  
24 though, pursuant to this letter was complimentary  
25 (unintelligible) appointments, initially professional

1 employment. So why wouldn't he be allowed to continue as just  
2 an Associate Professor and Lecturer? And at that point, I  
3 believe it was an Associate Dean.

4 A. I'm not sure what the question is?

5 Q. What if -- if you were getting rid of a entity that  
6 my client -- my client was simply having a non-stipend  
7 complimentary appointment for and his primary appointment was  
8 as a Associate Professor and Lecturer and then in 2018 was  
9 Associate Dean. Why would he not be able to continue on as  
10 simply Associate Professor and Lecturer and Associate Dean and  
11 just leave and let go of his appointment as complimentary  
12 appointment as Director of G.I.H.H.R.?

13 A. First of all, I don't know that he was an Associate  
14 Dean, but regardless of the matter, one of his primary roles  
15 and responsibilities was directing the G.I.H.H.R. Once his  
16 contract is coming to a termination we decided not to renew his  
17 agreement.

18 Q. So you didn't know at the time that he was an  
19 Associate Dean?

20 A. I do -- I do not know.

21 Q. Okay. Did you solicit any input from Dr. Alaei's  
22 Supervisor, Harvey Charles, or anyone else regarding the  
23 quality of work before deciding to terminate him?

24 A. What we were looking at was the elimination of the  
25 G.I.H.H.R. And so I received the information from the Provost

1 office regarding this matter and how we would proceed.

2 THE COURT: The question was did you solicit Dr.  
3 Charles' opinion?

4 THE WITNESS: I did not.

5 BY MR. CASTIGLIONE: (Cont'g.)

6 Q. And did you solicit anybody else's opinion about the  
7 quality of work and if it was worth maintaining Dr. Alaei's  
8 just as a Research Associate Professor and Lecturer and  
9 Associate Dean?

10 A. I don't recall that conversation, no.

11 Q. Okay. Let me ask you about personnel. Do you know  
12 how many SUNY Albany -- excuse me University of Albany faculty  
13 or employees are part of the U.U.P.?

14 A. I couldn't give the number, but a substantial number  
15 of the faculty are U.U.P. members.

16 Q. Are there other unions with employees that are  
17 operating at the University at Albany campus?

18 A. There are number of other unions, yes.

19 Q. Okay. I mean, are most of the employees at SUNY  
20 Albany or University at Albany in some sort of union or other?

21 A. I would say so.

22 Q. Okay. And do you know how many employees SUNY Albany  
23 has?

24 A. Roughly between part-time and full-time maybe close  
25 to four thousand.

1 Q. Okay. Can you explain to me the process for having  
2 New York State Comptroller's Office review faculty or employee  
3 appointments or contracts?

4 A. I cannot.

5 Q. Are you familiar with the Office of Comptroller  
6 reviewing any of SUNY Albany's faculty appointments or  
7 contracts for any employees?

8 A. There are a number of contracts that go to the  
9 Comptroller's office, but I don't remember any specifically,  
10 no.

11 Q. Okay. When you say there are a number of contracts,  
12 do you know what those issues are for?

13 A. I can't -- there might be different I cannot recall,  
14 no.

15 Q. Do you know of anybody in the U.U.P., who, the  
16 process has set out where they have their contracts approved by  
17 the comptroller's office?

18 A. I -- I don't recall that, no.

19 Q. As you're the President of SUNY Albany, has SUNY  
20 Albany initiated any actions to not pay U.U.P. employees  
21 because their appointment letters or contracts were not  
22 approved by the Comptroller's Office?

23 A. I can't recall that, no.

24 Q. So you don't recall it. Is it likely it didn't  
25 happen? There's been no such --.

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1 THE COURT: No, no. Next question.

2 BY MR. CASTIGLIONE: (Cont'g.)

3 Q. Okay. Do you have an appointment letter or contract?

4 A. I do.

5 Q. At SUNY -- your work with SUNY Albany?

6 A. I do.

7 Q. Okay. And do you know when that was issued?

8 A. Sometime in June of 2017.

9 Q. Okay. Was that for over fifty thousand dollars?

10 A. It was.

11 MR. ROTONDI: Your Honor.

12 THE COURT: I'll allow. You said yes.

13 THE WITNESS: It was yes.

14 BY MR. CASTIGLIONE: (Cont'g.)

15 Q. Was your contract approved by the Office of the State  
16 Comptroller?

17 A. I do not know.

18 Q. Okay. Are you refusing to pay yourself under that  
19 contract?

20 THE COURT: Next question -- next question.

21 MR. ROTONDI: Your Honor, I have no questions.

22 No question, Your Honor.

23 THE COURT: I'm sorry?

24 MR. ROTONDI: No questions.

25 THE COURT: There is no cross-examination, Dr.



1 Rodriguez. So you are free to go. Thank you for your  
2 time. Put your mask on first right now. And then discard  
3 your -- your shield.

4 THE WITNESS: Thank you.

5 THE COURT: You're welcome. Okay. You can just  
6 put it in the wastepaper basket.

7 THE WITNESS: Okay. Thank you, sir.

8 MR. CASTIGLIONE: We're going to take ten minute  
9 recess. Ten minutes recess folks.

10 THE COURT: That's fine.

11 MR. CASTIGLIONE: Thank you, Your Honor.

12 (Off the record, 10:31:49 to 10:41:36)

13 THE MONITOR: On the record.

14 THE COURT: All right. We have reconvened. Mr.  
15 Castiglione, please call your next witness.

16 MR. CASTIGLIONE: The Claimant calls James  
17 Stellar.

18 THE COURT: You're James Stellar?

19 MR. STELLAR: I am.

20 THE COURT: All right. Please put on -- before  
21 you take the mask off, please put the plastic shield over  
22 your -- over your face please. And then remove your mask  
23 after that. And you're going to be sworn now.

24 THE MONITOR: Raise your right hand. Do you  
25 solemnly swear the testimony you're about to give is the

1 truth, the whole truth, nothing but the truth so help you  
2 God?

3 MR. STELLAR: Yes, I do.

4 WITNESS; JAMES RANDOLPH STELLAR; Sworn

5 THE MONITOR: Be seated. State and spell your  
6 name for the record.

7 THE WITNESS: My name is James Randolph Stellar.  
8 J-A-M-E-S R-A-N-D-O-L-P-H S-T-E-L-L-A-R.

9 THE COURT: Okay. Mr. Stellar, keep your voice  
10 elevated. That microphone doesn't amplify your voice, it  
11 just records.

12 THE WITNESS: Okay.

13 THE COURT: Thank you. Mr. Castiglione?

14 MR. CASTIGLIONE: Thank you, Your Honor.

15 DIRECT EXAMINATION BY MR. CASTIGLIONE:

16 Q. Good morning, is it Dr. Stellar or Mr. Stellar?

17 A. Dr. Stellar.

18 Q. Sure. Good morning, Dr. Stellar. Were you employed  
19 in 2018?

20 A. Yes, I was.

21 Q. What -- who were you employed by?

22 A. University at Albany.

23 Q. And what was your position at the time?

24 A. In 2018 I was the Provost.

25 Q. And can you explain to me what your responsibilities

1 entailed at that point?

2 A. The provost is the chief academic officer in-charge  
3 of faculty and students and things associated with the academic  
4 operation like course approval.

5 Q. Okay. Did you have any involvement with disciplinary  
6 investigations for employees under the United University  
7 Professions Agreement?

8 A. I did.

9 Q. You're familiar with the United University  
10 Professions Agreement that was in effect at that point?

11 A. I am basically --.

12 Q. Generally speaking, yeah. Okay. And I'll just refer  
13 to that as the U.U.P. Agreement going forward.

14 Can you explain to me what the usual process was that you  
15 were involved with if a matter was identified or how it became  
16 identified as flagged for a possible disciplinary  
17 investigation?

18 A. Yes. There were two types in my opinion, one came  
19 out of H.R. and often involved things that didn't have to do  
20 directly with the academic mission such as a professor not  
21 showing up for a course. The second form would be as I  
22 described something that came out of the academic enterprise,  
23 like a professor not showing up for a course.

24 Q. Okay. What if they had a personnel issue that --  
25 strike that.

1 Do you know who Chantelle Cleary was at the time in terms  
2 of employment with SUNY Albany?

3 A. I do.

4 Q. Who was Chantelle Cleary?

5 A. She was the Title Nine coordinator.

6 Q. And did she report directly to the President?

7 A. She did.

8 Q. Did the President oversee her work and efforts as  
9 Title Nine coordinator?

10 A. He did.

11 Q. If I could refer you to what's been marked into  
12 evidence as -- and introduced in evidence as Claimant's Exhibit  
13 Eight. If you can take a look at this letter for a minute.  
14 And I'll show it to you on your screen.

15 A. Okay.

16 Q. Here's the second page. Do you recall seeing this  
17 letter before?

18 A. I do.

19 Q. Do you recall what this letter is?

20 A. This is a directive to be placed on alternate  
21 assignment.

22 Q. This directive also identifies that a disciplinary  
23 investigation was being undertaken. Is that correct?

24 A. Yes, it is.

25 Q. Okay. Did you have any involvement with the

1 disciplinary investigation identified in this letter?

2 A. Not with the investigation per se. But as it was  
3 reported to me by Harvey Charles and other people, Chantelle  
4 Cleary who did the investigation.

5 THE COURT: (unintelligible) what? I'm sorry,  
6 as reported to by Chantelle Cleary, Your Honor and Harvey  
7 Charles has mentioned under the fourth bullet here.

8 BY MR. CASTIGLIONE: (Cont'g.)

9 Q. Do you recall did Harvey Charles conduct any part of  
10 the investigation?

11 A. I believe that the academic side, which included  
12 Harvey Charles, mainly relied on Chantelle Cleary and H.R. to  
13 conduct the investigations.

14 Q. Was information reported to you over time about the  
15 investigation?

16 A. Yes.

17 Q. Did you --?

18 THE COURT: Hold on, Counsel. Could you  
19 describe the -- the investigation as two parallel  
20 investigations or collaborative investigation?

21 THE WITNESS: I would say, Your Honor that it  
22 was a collaborative investigation with me as the academic  
23 chief officer relying on Chantelle Cleary and H.R. to do  
24 the actual investigation.

25 THE COURT: Mr. Selchick?

1 THE WITNESS: Yes. And -- and Randy Stark who  
2 is the head of H.R.

3 THE COURT: But my question would be more in  
4 your opinion described as a collaborative investigation.

5 THE WITNESS: I would, Your Honor.

6 THE COURT: Okay. I'm just asking.

7 THE WITNESS: Sure.

8 BY MR. CASTIGLIONE: (Cont'g.)

9 Q. Did individuals conducting the investigation convey  
10 information to you on a periodic basis?

11 A. Yes.

12 Q. And did you convey that information to the President  
13 over time on a periodic basis?

14 A. Yes.

15 Q. Did you convey to the President directly?

16 A. Yes.

17 Q. Did you also convey information to Bruce Szelest, the  
18 President's Chief of Staff?

19 A. Yes.

20 Q. Were you involved in the determination to non-renew  
21 Dr. Alaei?

22 A. Yes.

23 Q. Explain to me your involvement.

24 A. As the Chief Academic Officer and Senior Vice  
25 President, the President, often consulted with me so did Randy

1 Stark, head of H.R. So I would participate in those  
2 conversations and offer advice.

3 Q. Were you the person that initiated the non-renewal  
4 process to get the process started?

5 A. No.

6 Q. You are not?

7 A. I was not.

8 Q. Who was?

9 A. I believe it was Randy Stark, Head of H.R.

10 Q. Do you know who Bill Hedberg is or was at the time in  
11 2018, during the non-renewal process related to Dr. Alaei?

12 A. Yes.

13 Q. Explain to me who he was.

14 A. He was my Vice-Provost and performed a variety of  
15 functions around management on the academic side.

16 Q. Showing you -- to identify this claimant's Thirty-  
17 two. Actually Claimant's Thirty-three. Claimant's Thirty-  
18 three in evidence is emails between Harvey Charles and Bill  
19 Hedberg.

20 Starting with Mr. Hedberg asking Harvey, are you available  
21 to sign a non-renewal letter for K.A?

22 Harvey responding, Yes, I am. Would you like me to do it?

23 And Harvey responding to Bill saying, I am looking at the  
24 letter of non-renewal, it is actually a recommendation from me  
25 to the Provost. As you know, I know practically nothing about

1 this situation. And I feel uncomfortable making a  
2 recommendation to the Provost without a basis to do so. Could  
3 this be handled differently?

4 Do you recall, after reading this, whether Mr. Hedberg  
5 started the non-renewal process?

6 A. I don't believe he did. It was a long time ago, so I  
7 can't be exactly sure.

8 Q. So if he didn't start it and Harvey Charles pursuant  
9 to this email didn't start it, who did?

10 A. I believe it was Randy Stark.

11 Q. You believe it was Randy Stark. So you're saying it  
12 was not you?

13 A. Yes.

14 Q. Okay. Did you ultimately accept and sign off on the  
15 non-renewal for Dr. Alaei?

16 A. I accepted it. I can't recall at the moment whether  
17 I signed off on it. It was possible because Harvey Charles  
18 reported to me.

19 Q. I can refer you to Exhibit, which is part of Thirty-  
20 three, I apologize. Exhibit Thirty-three, as we said is an  
21 evidence. I'm referring to the portion which is an email  
22 between Harvey Charles, Randy, it appears Randy Stark, William  
23 Hedberg. There's an email from Harvey Charles says Dear Randy,  
24 I'm writing to let you know that Bill Helberg sent me both the  
25 H.R. M dash three for Kamiar as shown in this attachment and a



1 letter addressed to the Provost for me recommending that Kamiar  
2 not be renewed.

3 I declined to sign that letter because I have no  
4 information that can be used as a basis to recommend that  
5 Kamiar not be renewed. I am not seeking such information.  
6 Since it is clear to me that the Provost has decided to not  
7 renew Kamiar's contract.

8 Do you have an understanding why Mr. Charles would be  
9 saying that he believed you, at that point had decided not to  
10 renew Dr. Alaei's contract?

11 A. I believe what he's referring to is that I was his  
12 direct supervisor.

13 Q. But this is May 2nd, 2018?

14 A. Yes.

15 Q. And this was before he was indicating he was just  
16 signing the initial H.R.M. three form? I'm going to refer you  
17 to Claimant's Exhibit Thirty-four. This is an email form which  
18 is in evidence from William Hedberg dated 04/30/18 to Dr.  
19 Alaei, saying he's received the attached form to non-renew your  
20 university appointment that is dated 04/30. The prior email is  
21 dated May 2nd. Do you recall when you accepted the non-renewal  
22 recommendation?

23 A. I can't recall precisely, but it would have been  
24 about this time.

25 Q. And if I could refer you to the form here that's

1 attached. Do you recognize what this form is?

2 A. It's a change of status form.

3 Q. And this is for Dr. Alaei?

4 A. Yes.

5 Q. So as of 04/28 Dr. Charles had signed it, but you had  
6 not signed it as of 04/28?

7 A. That seems to be the case.

8 Q. Okay. If I can refer you over to Claimant's Exhibit  
9 Thirty-six, which is in evidence, an email from William Hedberg  
10 to Dr. Alaei and you're C.C.'ed on here with Harvey Charles.  
11 This email says in part, the Provost has signed the form from  
12 Dean Harvey Charles with non-renewal for your appointment. And  
13 again, this is dated May 14th it's referring to the form you  
14 have dated signed 05/14/2018. Is that reflective of when you  
15 actually signed-off on the non-renewal?

16 A. Yes.

17 Q. So do you have --?

18 THE COURT: What's the date, Counsel?

19 MR. CASTIGLIONE: The non-renewal was signed  
20 05/14/2018.

21 THE COURT: 05/14?

22 MR. CASTIGLIONE: May 14, 2018.

23 THE COURT: Okay. So, sir, that's your name.  
24 That's your signature, right?

25 THE WITNESS: It is.

1 THE COURT: To the right, mine is reading, it  
2 looks like March 14. Is that -- am I reading that wrong?

3 THE WITNESS: I think that's (unintelligible),  
4 sorry.

5 THE COURT: Okay. Under the 04/28?

6 THE WITNESS: Yes.

7 THE COURT: You think that's designating  
8 05/14/18?

9 THE WITNESS: Yes.

10 THE COURT: Okay.

11 BY MR. CASTIGLIONE: (Cont'g.)

12 Q. So would you have any understanding of why Dr.  
13 Charles, when he was first provided this form and requests had  
14 said, he believes you've already signed off on the non-renewal  
15 process?

16 THE COURT: What's the question, Counsel?

17 BY MR. CASTIGLIONE: (Cont'g.)

18 Q. So referring back to Claimant's Thirty-three. Do you  
19 have any understanding why as of May 2nd, Dr. Charles would say  
20 he was -- he was declining to sign the letter of recommend --  
21 recommendation because he has no information to be used as the  
22 basis to recommend non-renewal and he was not seeking such  
23 information. It's clear to him that the Provost has declined  
24 to not renew or decide -- excuse me to not renew Dr. Alaei's  
25 contract.

1 Do you have any understanding of why Harvey Charles would  
2 be making that statement at that point in time?

3 MR. ROTONDI: Objection, Your Honor.

4 MR. CASTIGLIONE: I asked him if he has any  
5 understanding.

6 THE COURT: The objection is sustained.

7 BY MR. CASTIGLIONE: (Cont'g.)

8 Q. Before signing the non-renewal form, did you consult  
9 with Harvey Charles to get any input regarding Dr. Alaei's work  
10 product or quality of work?

11 A. Yes.

12 Q. Could you explain to me what your conversation with  
13 Dr. Charles was?

14 A. Sure. Harvey Charles and I met as provost and  
15 associate provost, perhaps every week or two, during which time  
16 we discussed many issues related to his responsibility. And in  
17 that initial conversation, we discussed this topic.

18 Q. And what did -- what did Harvey Charles convey to you  
19 about the quality -- quality of Dr. Alaei's work in terms of  
20 non-renewal?

21 A. Given that the investigation was done by Chantelle  
22 Cleary and H.R. he said, as he indicated here, that he didn't  
23 have a lot of details, but he was the supervisor.

24 Q. Correct. And I asked you about what Mr. Charles told  
25 you about the quality of Dr. Alaei's work in terms of non-

1 renewal?

2 THE COURT: Well, let's drop the in terms of  
3 non-renewal.

4 MR. CASTIGLIONE: Sure.

5 THE COURT: Did Dr. Charles advise you one way  
6 or the other about the quality of the doctor's work?

7 THE WITNESS: He did and the quality was good.

8 BY MR. CASTIGLIONE: (Cont'g.)

9 Q. Do you recall being deposed in this matter on April  
10 9, 2021?

11 A. I do.

12 Q. When asked is it your recollection that Dr. Charles  
13 felt that Dr. Alaei's appointment not be renewed, you said yes,  
14 it is.

15 So Dr. Charles was, however, not looking to renew Dr.  
16 Alaei based upon his own emails. Is that fair to say?

17 A. I'm not sure I understand the question.

18 Q. Sure. Dr. Charles' emails that you -- we just went  
19 through those reflected he was not looking to recommend that  
20 Dr. Alaei be non-renewed. Is that fair to say?

21 A. That's what those emails say.

22 Q. Okay. And do you recall testifying however that was  
23 your recollection that Dr. Charles felt that Dr. Alaei's  
24 appointment not be renewed?

25 A. Yes. As a result of the conversations that we had

1 between him and me, between other people and him, Chantelle  
2 Cleary, for example, it's hard to remember exactly what.

3 Q. So you're saying your recollection based on what  
4 you're saying conversations with Dr. Charles and others was  
5 that Dr. Charles actually did recommend non-renewal of Dr.  
6 Alaei?

7 A. Yes, he came around to that opinion and signed the  
8 document.

9 Q. Were you advocating at the time that Dr. Charles sign  
10 the recommendation to not renew Dr. Alaei's contract?

11 A. I was.

12 Q. Okay. And why were you recommending that?

13 A. Based on reports given to me by Randy Stark,  
14 Chantelle Cleary, I came to the conclusion that that was the  
15 right course of action and recommended it to the President.

16 Q. What were these reports you're referring to?

17 A. Conversations and documents describing the results of  
18 their investigation.

19 Q. So do you recall when you received those alleged  
20 results of the investigations?

21 A. I'm sorry, I can't remember exactly when I received  
22 them.

23 Q. Would it be before you sign the non-renewal form on -  
24 - on May 2018?

25 A. Yes, it would.

1 Q. Okay. Do you recall the basis of what those reports  
2 were that you were relying on?

3 THE COURT: What --

4 MR. CASTIGLIONE: Strike that.

5 THE COURT: -- the reports were. Is that what  
6 you're asking?

7 BY MR. CASTIGLIONE: (Cont'g.)

8 Q. Do you recall the basis of purported findings or  
9 determinations and the other reports that you were relying  
10 upon?

11 A. I do.

12 Q. Can you explain to me what those were?

13 A. The allegations were that Kamiar had allowed his  
14 brother to have contact with students and staff and G.I.H.H.R.  
15 when that was not supposed to happen, according to our  
16 understanding with him based on his brother's circumstances.

17 Q. When you say understanding with him, what -- can you  
18 explain to me what you're referring to?

19 A. Arash was separated from the university. And the  
20 understanding we had was that Kamiar would run G.I.H.H.R., but  
21 there would be no contact between Arash and anybody in  
22 G.I.H.H.R.

23 Q. Now at that time, so we're talking about May of '18  
24 was Arash at that time on alternative assignment?

25 A. I can't remember whether he was on alternative

1 assignment or whether he was separated.

2 THE COURT: Go ahead, Counsel.

3 BY MR. CASTIGLIONE: (Cont'g.)

4 Q. So are you saying there was some directive given to  
5 Dr. Alaei that he not allow Arash Alaei to have any involvement  
6 with G.I.H.H.R. or have any communications with people at  
7 G.I.H.H.R.?

8 A. That is my understanding.

9 Q. What's your understanding based on?

10 A. Conversations with the people who prepared the  
11 document I would refer that to Human Resources.

12 Q. What document are you referring to?

13 A. The document that separated Arash as I recall from  
14 the institution and the instructions to Kamiar associated with  
15 that by H.R.

16 Q. If I can refer you to what's being identified as --,

17 THE COURT: The new marked exhibit?

18 MR. CASTIGLIONE: The new marked exhibit.

19 THE COURT: Sixty-seven.

20 MR. CASTIGLIONE: Sixty-seven.

21 THE COURT: (unintelligible) given a copy of  
22 this?

23 THE WITNESS: Yes.

24 MR. CASTIGLIONE: Yes.

25 THE COURT: Okay.



1 MR. CASTIGLIONE: Sixty-seven is a packet  
2 essentially with a few documents.

3 THE COURT: Can you characterize it for the  
4 witness --

5 MR. CASTIGLIONE: Sure. The -- the first  
6 document, the first page is a stipulation of settlement  
7 between the State University of New York, University at  
8 Albany and Arash Alaei. It is a few pages in length that  
9 is signed by Randy Stark and Dr. Arash Alaei in September  
10 2017. There is also a page about a resignation in  
11 September 2017. There is --.

12 THE COURT: Okay. That's fine. That's fine.

13 MR. CASTIGLIONE: Sure. There's also an  
14 alternative assignment document from February 10, 2017.

15 THE COURT: Counsel?

16 MR. CASTIGLIONE: Your Honor, I offer this into  
17 evidence.

18 MR. ROTONDI: (unintelligible).

19 MR. CASTIGLIONE: Sure. The witness just  
20 testified that he was recommending non-renewal of my  
21 client based on an alleged agreement concerning SUNY and  
22 Arash Alaei and my clients alleged violation of directives  
23 given to him related to issues in that agreement  
24 supposedly not facilitating contact between his brother  
25 and G.I.H.H.R. This is offered to rebut and to impeach

1 the witness.

2 THE COURT: The objection is overruled. The  
3 document in exhibit -- it is admitted.

4 MR. CASTIGLIONE: If I can refer you --.

5 THE COURT: Can we go off the record?

6 MR. CASTIGLIONE: Sure.

7 (Off the record, 11:05:49 to 11:06:01)

8 THE MONITOR: On the record.

9 BY MR. CASTIGLIONE: (Cont'g.)

10 Q. All right. Dr. Stellar, are you -- are you familiar  
11 with what's being shown to you as Exhibit Sixty-seven, which is  
12 a settlement agreement between Arash Alaei and -- and  
13 University at Albany?

14 A. I have both familiarity with it.

15 Q. Okay. If I can refer you to paragraph five. It  
16 says, and it's not the best copy, and in the first line says  
17 the parties agree that on the effective date of his resignation  
18 employee will return all office keys, his university  
19 identification card. Goes on. It says, and will henceforth be  
20 prohibited from entering the premises or initiating any verbal  
21 written or electronic communication with a current or former  
22 University students or employees, except as expressly approved  
23 in writing by the Associate Vice-President for Human Resources.

24 Can you -- are you aware of where in this document that  
25 Dr. Kamiar Alaei had any responsibilities or obligations for

1 enforcing a settlement agreement between Arash Alaei and the  
2 State of excuse me, University at Albany?

3 A. I'm not.

4 Q. You're not. Do you -- you don't recall -- strike  
5 that.

6 You don't recall actually ever having a conversation with  
7 Dr. Alaei about his brother not being able to communicate with  
8 anybody at SUNY Albany. Is that correct?

9 A. That is correct.

10 Q. Okay. Do you know if anybody ever gave him any  
11 directives to actually not be involved with his brother having  
12 contact with people at SUNY Albany?

13 A. My understanding from Randy Stark was that that was  
14 transmitted to him.

15 Q. So Randy Stark was the person conducting the  
16 investigation concerning my client about whether or not my  
17 client was somehow facilitating or causing a breach of his  
18 brother's contract with University at Albany regarding contact.  
19 He was the one looking into that?

20 A. He and Chantelle Cleary and others I suppose Bruce  
21 Szelest.

22 Q. And your understanding is that Mr. Stark would have  
23 been the one to advise Dr. Kamiar Alaei about that prohibition  
24 about his brother contacting people.

25 A. That is my inference.

1 Q. And -- and do you ultimately recall that Mr. Stark  
2 and Human Resources determined there was no basis to impose  
3 discipline, no policy violations, no violations concerning my  
4 client in his disciplinary investigation?

5 A. I don't recall.

6 THE COURT: You do not recall?

7 THE WITNESS: I do not recall.

8 THE COURT: You do not recall whether or not the  
9 Title Nine and H.R. investigation resulted in a -- an  
10 unfounded allegation, you do not recall that?

11 THE WITNESS: I don't recall the unfounded part,  
12 Your Honor. I do recall the investigation and the  
13 complaints received as they were reported to me.

14 MR. CASTIGLIONE: And ultimately, your  
15 determination to non-renew was based upon an alleged  
16 breach but my client had some obligation to prohibit his  
17 brother from contacting people pursuant to a settlement  
18 agreement between SUNY Albany and Arash Alaei?

19 THE COURT: That's such a -- pretty involved  
20 question.

21 MR. CASTIGLIONE: Okay.

22 BY MR. CASTIGLIONE: (Cont'g.)

23 Q. But ultimately, you support -- you pursued non-  
24 renewal of my client based on what you felt were findings by  
25 Title Nine and Human Resources concerning Kamiar Alaei somehow

1 not complying with a prohibition about his brother talking to  
2 people?

3 A. I supported that yes.

4 Q. Okay. If I can refer you to part of Exhibit Sixty-  
5 seven. This is a letter from Randy Stark to Arash Alaei dated  
6 February 10, 2017 it's been an alternative assignment. In this  
7 it says at the bottom, you are further expressly prohibited  
8 from having any verbal written or electronic communication with  
9 any current or former university students, employees, except as  
10 approved in writing by Dr. Charles.

11 Are you aware that Arash was able to have communications  
12 if Dr. Charles had reviewed and approved them?

13 A. That was my understanding.

14 Q. Okay. Do you know if Arash and Dr. Charles Harvey  
15 were having those types of discussions about who Arash could  
16 communicate with and who he couldn't communicate with?

17 A. I believe Harvey told me that he asked permission and  
18 Harvey said no. On one occasion that's all I can recall.

19 THE COURT: He declined permission on one  
20 occasion?

21 THE WITNESS: Yes, Your Honor.

22 BY MR. CASTIGLIONE: (Cont'g.)

23 Q. I can refer you to Exhibit Forty-three. Exhibit  
24 Forty-three is in evidence. It's emails between Arash Alaei  
25 and Harvey Charles. It says my report and communication with

1 interns. The prior page dated June 13, 2017. Arash  
2 identifies, in addition, I just want to inform you that I need  
3 to have Skype communications with various people who were  
4 identified in here as part of his work and Mr. Charles responds  
5 or Dr. Charles, I inquired of H.R. and waiting response in this  
6 matter.

7 Were you familiar with that email as part of your review  
8 of the investigation information provided by Human Resources  
9 and Chantelle Cleary to you?

10 A. I was. I don't recall how I became informed of it.

11 Q. Okay. Was the investigation concerning Dr. Kamiar  
12 Alaei the first investigation you participated with while at  
13 SUNY Albany?

14 A. Yes, of that nature.

15 Q. When you say of that nature did, were you involved in  
16 other types of disciplinary investigations?

17 A. It's hard to remember because there are so many  
18 faculty and students, but there could be things like, adjunct  
19 professor not showing up for a class which could trigger a  
20 response for me as Provost to the Dean suggesting the  
21 Department Chair not permit that activity to happen, that sort  
22 of routine.

23 Q. I mean you've alluded to that a few times. So are  
24 you telling me that that is something that you dealt with at  
25 Albany?

1 A. I dealt with academic matters like this frequently at  
2 Albany and previously in other jobs.

3 Q. Okay. Are you aware that Dr. Alaei had his card  
4 access and key removed as part of his alternative assignment?

5 A. I was. I can't recall when.

6 Q. Okay. Was that normal and routine practice at -- at  
7 the time?

8 A. I believe so.

9 Q. Okay. Was it -- it was not a specific direction from  
10 you?

11 A. It was not.

12 Q. Did you take any action to ensure that SUNY Albany  
13 was following standard practice and U.U.P. protocol regarding  
14 the investigation of Dr. Alaei and employment related decisions  
15 that were being made about Dr. Alaei?

16 A. I did not. I relied on H.R.

17 Q. Okay. Are you aware of Dr. Alaei's information on  
18 the G.I.H.H.R. website being removed including past -- past  
19 accomplishments?

20 A. I am.

21 Q. As far as you're aware, was that consistent with  
22 existing protocol at the time?

23 A. Yes, it was consistent.

24 Q. What about as to email, are you aware that Dr. Alaei  
25 was prohibited from having access to his email?

1 A. Yes, it was.

2 Q. Was that a violation of the U.U.P. Agreement or  
3 consistent with protocol?

4 A. I believe it was consistent with protocol.

5 Q. And what's that belief based on?

6 A. Conversations with people who knew, like Randy Stark  
7 from H.R.

8 Q. Okay. Did you have any oversight over Chantelle  
9 Cleary in her investigation?

10 A. I did not.

11 Q. Okay. Are you -- do you recall Dr. Alaei being  
12 directed not to represent him -- or excuse me, not to identify  
13 himself as an employee or represent himself as being affiliated  
14 with SUNY Albany, well, if engaged in outside speaking  
15 engagements?

16 A. Yes, I was.

17 Q. And what was the basis for that?

18 A. I believe that was standard practice.

19 Q. Okay. Do you recall any other specific incidents  
20 where people on alternative assignments were not allowed to  
21 identify themselves as affiliated with SUNY Albany or employed  
22 by SUNY Albany if they're engaged in outside engagements?

23 A. I do not.

24 Q. Do you -- you are aware at some point interim co-  
25 directors were named for G.I.H.H.R.?



1 A. Yes, I was aware.

2 Q. Do you know who made the decision to appoint interim  
3 co-directors?

4 A. The decision was made by the academic and hierarchy  
5 to make sure that we had some oversight of the people who work  
6 there underneath Harvey Charles.

7 Q. Do you recall who made that decision? Who ultimately  
8 said this is what we are going to do?

9 A. I believe that was my recommendation on advice from  
10 Charles, Hedberg, other people involved after consultation with  
11 the relevant deans who had authority over those faculty  
12 members.

13 Q. What about Harvey Charles? Did he provide any input  
14 to you?

15 THE COURT: I think he identified Dr. Charles  
16 and William Hedberg is two of the people who rely on that.  
17 Is that what you said?

18 THE WITNESS: That's correct.

19 BY MR. CASTIGLIONE: (Cont'g.)

20 Q. Okay. Do you know who chose these two people to be  
21 the interim directors?

22 A. On the basis of the discussion between the people  
23 named and in my consultation with the relevant deans it came  
24 out. So I think it was an academic hierarchy, conversation and  
25 decision. But obviously, I take responsibility for it.

1 Q. Do you know if Harvey Charles had any input on the  
2 names of people being chosen for Intern Directors?

3 A. I discussed them with him as I recall.

4 Q. Okay. Did the President's office have any  
5 involvement with appointing Interim Directors and choosing the  
6 people?

7 A. I kept the President's office particularly through  
8 Bruce Szelest involved -- apprised of everything we were doing.  
9 So they -- they knew, but they left that decision to us in the  
10 provost office.

11 Q. Did the interim directors have academic titles at the  
12 time?

13 A. They did. I forget exactly what they were. But they  
14 were appointed at the University with titles.

15 Q. So a title being associate dean somebody had of this  
16 group, something like that?

17 A. Exactly.

18 Q. Okay. And you consider these interim directors as  
19 being the new directors. Is that fair to say?

20 A. Yes.

21 Q. And you had email communications reflecting such if I  
22 can refer you to Claimant's Exhibit Seventeen in evidence. I  
23 refer you to Claimant's Seventeen that includes an email from  
24 you to Bruce Szelest and others, where you're saying that you  
25 just set up a meeting of the new directors Harvey and me. Do

1 you recall this email or does it look familiar?

2 A. It looks familiar.

3 Q. Okay. And why was Bruce -- why were you writing  
4 Bruce about this issue, Bruce Szelest?

5 A. Bruce was the Chief of Staff for the President. And  
6 it was the most effective way for me to keep in touch with the  
7 President's office.

8 Q. Okay. So you were making sure that a lot of  
9 communication went all the way to the top?

10 A. That's correct.

11 Q. Okay. If I can refer you to Exhibit Fifty-seven.  
12 This is an email in evidence between you and the pro -- Bruce  
13 Stellar and others that you were forwarding on a -- a concern  
14 from a student that was provided to you by Kevin Williams, you  
15 can see that below.

16 A. Right.

17 Q. And again, you're saying I hope the new directors  
18 will have helpful effect on the folks. As to this email, why  
19 are you sending out an email from Kevin Williams with -- about  
20 a concern regarding Dr. Alaei and beyond? Why are you sending  
21 out to Bruce Szelest?

22 A. As I described, the academic hierarchy worked as a  
23 team. Kevin Williams was a vice-provost and so was Bill  
24 Hedberg. So we would talk and information will -- came to my  
25 attention that was relevant that I thought was significant, I

1 would force it -- forwarded on to the President's office.

2 Q. Did you feel this issue was significant being raised  
3 here?

4 A. I thought the President's office needed to know.

5 MR. CASTIGLIONE: Your Honor, I'd like to  
6 introduce into evidence Claimant's Fifty-eight. It was  
7 introduced, I think there was an objection about being  
8 admitted. I'd like to admit it at this point based on Dr.  
9 Stellar acknowledging those concerns (unintelligible)  
10 forward to the President's office. Fair?

11 THE COURT: Fair. Can you --?

12 MR. CASTIGLIONE: It's fifty-eight.

13 THE COURT: (unintelligible)

14 MR. CASTIGLIONE: Okay.

15 THE COURT: Are you going to object, Mr. --?

16 MR. ROTONDI: Yes.

17 THE COURT: Okay let me look at please. Let's  
18 go off the record for second.

19 (Off the record, 11:23:03 to 11:23:54)

20 THE MONITOR: On the record.

21 THE COURT: So counsel, how does -- there's been  
22 an objection to the admission of this. What's the basis  
23 of the objection?

24 MR. ROTONDI: That out-of-court statement being  
25 offered for the truth of the matter asserted, and it's not

1 relevant.

2 THE COURT: Well, I guess my question along  
3 those lines was (unintelligible) how does this contradict  
4 what the witness just testified to?

5 MR. ROTONDI: This provides the specific context  
6 of issues being raised of concern and whether they were  
7 being dealt with by the President's office.

8 THE COURT: I'm sorry, Mr. Castiglione I don't  
9 accept that, the objection is sustained.

10 MR. CASTIGLIONE: Your Honor, we would also say  
11 this is clearly a business record, which is an exception  
12 to the hearsay rule. It was a student raising a concern  
13 with one professor --.

14 THE COURT: I'm -- I'm basing my ruling on  
15 relevance. Objection is sustained.

16 MR. CASTIGLIONE: Relevance, it goes --.

17 THE COURT: Stop. That's fine, Counsel. We've  
18 heard you.

19 MR. CASTIGLIONE: What about this part with just  
20 the professor?

21 THE COURT: The objection has been sustained. I  
22 asked counsel to set the court's ruling like it or not,  
23 and then move on.

24 MR. CASTIGLIONE: No, I understand. We've noted  
25 our objection as to the students email and also Kevin

1 Williams' email. Thank you, Your Honor.

2 THE COURT: I don't appreciate speaking  
3 objections. So thank you, Counsel.

4 BY MR. CASTIGLIONE: (Cont'g.)

5 Q. Back to Exhibit Forty-three just to clarify  
6 concerning Harvey Charles and Arash. Back to Exhibit Forty-  
7 three concerning Harvey Charles and Arash. Do you recall  
8 giving your deposition testimony on April 9, 2021?

9 A. I do.

10 Q. And as to this email I wrote -- or excuse me I  
11 question and if I could refer you to this email dated June  
12 14th, 2017. Dr. Charles is responding to Arash and I've  
13 inquired of H.R. and awaiting their advice in the matter.

14 Right is your answer.

15 Question, do you know if Dr. Charles approved this request  
16 by Arash to have communication with G.I.H.H.R. interns as  
17 requested?

18 I do not know was your answer.

19 Do you recall giving that testimony?

20 A. I do.

21 Q. When asked if you know if there would be any records  
22 from H.R. approving such a request by Harvey Charles, your  
23 response was I do not know. Do you recall that?

24 A. I do.

25 Q. If I can refer you to Claimant's Exhibit Thirty-six.

1 Claimant's Exhibit Thirty-six is an email from Bill Hedberg to  
2 Dr. Alaei you're C.C.'ed on here. Here's the document that  
3 says the Provost has signed the form from Dean Harvey Charles  
4 for non-renewal of your appointment. A copy is attached  
5 together with your letter dated May 8, 2018. If I can refer  
6 you to the letter dated May 8, 2018. Did you read this letter  
7 before deciding to non-renew Dr. Alaei?

8 A. I can't remember. But I assume I did.

9 Q. Do you recall if you had any particular opinion about  
10 issues raised in this letter in terms of quality of Dr. Alaei's  
11 work and whether to renew him or not?

12 A. Not sure I understand the question.

13 Q. Sure. As you're considering whether to non-renew Dr.  
14 Alaei, did you consider the issues raised in this letter on the  
15 merits and did they have any impact on your determination or --  
16 or -- or consideration of whether to review or non-review him?  
17 Excuse me, renew or non-renew him?

18 A. Excuse me for clarifying. But I think you're asking  
19 me, did I read the letter and understand the points in it in  
20 terms of making my determination or are you asking for a more  
21 general assessment of --?

22 Q. I'm asking as part of your consideration of  
23 (unintelligible) but for non-renewals submitted to you this  
24 letter was submitted to you. Did you consider what was raised  
25 in this letter as part of your evaluation whether to renew or

1 not renew?

2 A. I'm sure I did. But I don't recall paragraph by  
3 paragraph.

4 Q. Okay. Do you recall the fundraising issues  
5 identified by Dr. Alaei at the second page about -- about three  
6 point nine million?

7 A. Yes.

8 Q. Did you have an opinion that that was impressive  
9 work?

10 A. Yes.

11 Q. Okay.

12 THE COURT: Was that opinion that it was impressive work?

13 THE WITNESS: Yes, the opinion -- my opinion was that it  
14 was impressive work.

15 THE COURT: Thank you.

16 BY MR. CASTIGLIONE: (Cont'g.)

17 Q. In this letter, if I can refer you to Dr. Alaei, the  
18 -- the second to last paragraph. And he says as you know,  
19 there was a Memorandum of Understanding M.O.U. between the  
20 Provost, me as the Director of G.I.H.H.R. and the Deans of  
21 School of Public Health, School of Criminal Justice in  
22 Rockefeller College in 2014 for two 2020 faculty positions for  
23 G.I.H.H.R.

24 This M.O.U. has defined matrix addendum twenty-six called  
25 number twenty-six G.I.H.H.R. metrics addendum 03/20/2014.



1 Developed by Bruce Szelest and revised, finalized and approved  
2 by all participants of this M.O.U. on March 20, 2014 for two  
3 faculty positions. Do you have an understanding of what Dr.  
4 Alaei is referring to as to this metrics issue?

5 A. I do.

6 Q. Can you explain to me your understanding?

7 A. Well, metrics are used to decide in a university  
8 where to allocate faculty positions which come with a salary  
9 costs. And we had a variety of them. Bruce Szelest was at one  
10 time my Chief of Staff and we developed a fairly extensive  
11 system of metrics which were intended to guide the provost  
12 office decision-making. But it wasn't the contract.

13 Q. Do you recall when -- when Dr. Alaei was first  
14 appointed or before he was appointed in 2014, did Bruce, from  
15 your office, develop some sort of metrics on Dr. Alaei's  
16 appointment?

17 A. This was before I came in February, 2015. And after  
18 that, I brought Bruce Szelest in from the Research office to my  
19 office to be my Chief of Staff with the idea of developing  
20 these metrics. So the dates -- this preceded that development  
21 effort by us.

22 Q. Okay. You said you brought in Mr. Szelest. Where  
23 was he working before that, the Research Foundation?

24 A. He was in the Research Operation of the university,  
25 all universities have research enterprises operations and I

1 thought he was doing very good work. So I asked him to come to  
2 be my Chief of Staff and the provost office and specifically to  
3 work on this development of metrics by which the provost office  
4 would make and communicate decisions on where to apply new  
5 faculty hires as requested.

6 Q. As to Dr. Alaei's position were there metrics  
7 associated with his work and measuring his work?

8 A. One of the reasons I bought Bruce in was to try to  
9 make this metrics more visible and clear to everyone. So one  
10 of the problems with metrics in universities is sometimes they  
11 aren't as clear as they should be. So I hope that addresses  
12 your question.

13 Q. I'm saying for Dr. Alaei's employment, was there a  
14 particular metric that was in place that applied to whether or  
15 not you determined he was successful or not successful or  
16 meeting qualified standards?

17 A. I would say they were generally in place not as  
18 specifically as I would have liked and tried to implement  
19 through Bruce Szelest starting in 2015.

20 Q. Okay. And are you familiar with Dr. Alaei's initial  
21 appointment in your role as provost over time?

22 A. It happened before I got here, but I was aware of his  
23 work and Arash's work at G.I.H.H.R.

24 Q. Are you familiar with the concept of Evergreen?

25 A. Yes.

1 Q. Okay. Can you explain to me what your understanding  
2 of that concept is?

3 A. My understanding is that it was a way to give someone  
4 a contract that was longer than the one-year that was ordinary  
5 so that they could look forward to a renewal in that year for  
6 the next year.

7 Q. So in other words, if somebody had a two-year  
8 appointment let's say, they had an automatic one-year, and then  
9 what -- next year was included?

10 A. So they would be evaluated. And if the evaluation  
11 was favorable, they would be offered a contract at the end of  
12 their expiring contract. Thus giving them some certainty that  
13 they could continue for the period of the contract let's say  
14 one year.

15 Q. Okay. Was it an extension of the same contract each  
16 time it was reviewed and -- and approved?

17 A. Each time the contract was reviewed there might be  
18 modifications, for example, salary?

19 Q. Okay.

20 THE COURT: Example what?

21 THE WITNESS: Salary.

22 BY MR. CASTIGLIONE: (Cont'g.)

23 Q. Okay. Do you know if Dr. Alaei's appointment was an  
24 Evergreen appointment?

25 A. I don't recall specifically.

1 Q. Okay. Are you aware if the President subsequently  
2 accepted your recommendation of non-renewal?

3 A. Yes.

4 Q. Okay. Did the President ever explain to you why he  
5 accepted the non-renewal?

6 A. There were many conversations along the way. So I  
7 felt that we were on the same page. So when he made the  
8 decision, it wasn't necessary for him to explain it because he  
9 already had.

10 Q. Okay. Do you recall any incidents or -- strike that.  
11 Do you recall the conclusion of the investigation concerning  
12 Dr. Kamiar Alaei?

13 A. I recall as (unintelligible) Chantelle Cleary and  
14 when he started explain it to me.

15 Q. Okay. If I can refer you to Exhibit Forty-nine. No.  
16 If I can refer you --?

17 THE COURT: Thirty-nine?

18 MR. CASTIGLIONE: Yes. Thirty-nine, Your Honor.  
19 Exhibit Thirty-nine in evidence. It's an email from Randy  
20 Stark to others.

21 BY MR. CASTIGLIONE: (Cont'g.)

22 Q. Do you recall ultimately that Dr. Stark or excuse me,  
23 Mr. Stark determined there was nothing to counsel on. And  
24 there were no policy violations.

25 A. It's what it says here. I can't remember if I was

1 apprised of this at the time.

2 Q. You don't know if you've ever been advised of this  
3 type of information by Human Resources?

4 A. Well, this was a Human Resources matter. And I was  
5 on the academic side. So I was briefed on many aspects of it,  
6 but did not feel a necessary obligation to be included in the  
7 data exchange.

8 Q. Did you ultimately make your determination to support  
9 nonrenewable however based on information that was provided to  
10 you by Human Resources?

11 A. I did. And it is possible that this was provided to  
12 me. I just don't recall.

13 Q. Referring back to Dr. Alaei's letter regarding his  
14 renewal.

15 THE COURT: You mean the letter from Dr. Alaei?

16 MR. CASTIGLIONE: Yes. Part of the  
17 (unintelligible).

18 BY MR. CASTIGLIONE: (Cont'g.)

19 Q. It would be Exhibit Thirty-six. It was this --  
20 Memorandum of Understanding. Were you ever given a copy of  
21 this - this Memorandum of Understanding number twenty-six?

22 A. I -- I don't recall. It looks familiar. But I may  
23 have seen it later.

24 Q. And would that memorandum have terms regarding Dr.  
25 Ali -- Alaei's appointment as reflected in this paragraph?

1 A. It appears to have that. I'm looking at it now.

2 Q. But you just don't recall the Memorandum of  
3 Understanding as you sit here?

4 A. That's correct.

5 Q. Okay. And ultimately, do you recall that Dr. Alaei's  
6 employment was terminated by SUNY?

7 A. Yes.

8 Q. Okay. And did the President consult with you  
9 regarding the determination to terminate Dr. Alaei's  
10 employment?

11 A. He did.

12 Q. Did -- did he provide you any explanation about why  
13 he was seeking to terminate Dr. Alaei's employment?

14 A. As I believe I addressed earlier we had many  
15 conversations as the investigation unfolded. And so I didn't  
16 need an explanation at the end because I believe I understood  
17 why.

18 Q. If I can refer you to Exhibit Forty-four in evidence.  
19 This is the letter, do you recognize this as a letter  
20 terminating Dr. Alaei's employment?

21 A. Yes.

22 Q. When you said you didn't need an explanation from the  
23 President, I'd asked you beforehand if the President did  
24 explain to you why he decided to terminate you said he did.

25 A. He did in the course of discussion over a period of

1 time.

2 Q. So what was the reason that he gave you for  
3 terminating Dr. Alaei's employment?

4 A. That he allowed Arash to have contact with the  
5 students.

6 Q. Okay. Do you recall any instances in your term as --  
7 as provost where an employee had been subjected to a  
8 disciplinary investigation, but Human Resources determined  
9 there was no just-cause to impose discipline, but the employee  
10 was ultimately terminated after the finding of no just cause?

11 A. This was my first (unintelligible) as provost.

12 Q. Okay. Did you have more involvement in this matter  
13 than others -- strike that. Was this considered by your office  
14 a more high-profile matter concerning the investigation  
15 regarding Dr. Alaei?

16 THE COURT: Than what?

17 MR. CASTIGLIONE: Than typical matters being  
18 investigated by SUNY?

19 THE WITNESS: It's hard to say the G.I.H.H.R.  
20 has done good work. There was a history here I was aware  
21 of with Arash. So there was a lot of reasons for us to  
22 try to manage this process well, given the circumstances.  
23 I guess that amounts to yes.

24 BY MR. CASTIGLIONE: (Cont'g.)

25 Q. And if I could just refer you to your deposition.

1 When I asked you would you characterize your involvement in  
2 this disciplinary investigation concerning Dr. Alaei as unusual  
3 as compared to other disciplinary investigations during your  
4 time, you said I would say yes because it was high-profile and  
5 therefore, I was a bit more involved than I would have been in  
6 other activities like that. Do you recall?

7 A. Yes. That's what I believe I said.

8 Q. Can I ask you while your time at SUNY Albany as  
9 Provost can you explain to me the process for having the Office  
10 of State Comptroller review and approve appointment letters for  
11 faculty or contracts for faculty or employees?

12 A. This is outside of my expertise which we would rely  
13 on H.R. for that. So I don't really have much experience with  
14 the State Comptroller.

15 Q. So you -- you would rely on whatever the process H.R.  
16 had followed for such matters?

17 A. I would and that would happen sometimes in  
18 communication between the people who worked for me and the  
19 people who worked for Randy Stark.

20 Q. Okay. And just for the record, were you the  
21 temporary President at U Albany in 2017?

22 A. I was temporary President interim for one year. Yes.

23 Q. Okay.

24 MR. CASTIGLIONE: No other questions.

25 THE COURT: Thank you. Cross-examination?



1 MR. ROTONDI: No questions, Your Honor.

2 THE COURT: Okay no cross. Please put your mask  
3 on before you take shield off.

4 THE WITNESS: Certainly.

5 THE COURT: You can throw the shield into the  
6 waste bin next to you, sir. Thank you, Dr. Stellar you're  
7 free to go.

8 THE WITNESS: Thank you.

9 THE COURT: Mr. Castiglione any additional  
10 witnesses to this claim that you wish to call?

11 MR. CASTIGLIONE: No further witnesses at this  
12 time, Your Honor.

13 THE COURT: And you rest?

14 MR. CASTIGLIONE: And we rest our case.

15 THE COURT: Any applications or (unintelligible)  
16 directed verdict (unintelligible).

17 MR. CASTIGLIONE: I'll hold off, your Honor.

18 APPLICATION

19 MR. ROTONDI: This issue is going to be brief.

20 I -- I -- I do have a brief application. I'm going to  
21 make a motion -- motion to dismiss on two grounds, failure  
22 to state a cause of action as well as failure to meet  
23 burden of proof. First in reading -- reviewing the claim,  
24 there's -- I see three causes of action.

25 There's two instances where defamation is pled

1 with specificity. There is negligent infliction of  
2 emotional distress and breach of contract. On the  
3 defamation there's been no evidence. The defamation  
4 involves an email. Harvey Charles, the Board of Advisors  
5 at the Global Institute, as well as the email from Stellar  
6 to the same recipients regarding leadership changes at the  
7 Global Institute.

8 There has been no evidence that the information  
9 contained in those emails is false which is necessary for  
10 defamation. And if it is defamation by implication the  
11 language in the communication has to be reasonably read to  
12 impart a defamatory inference and that inference was  
13 intended. I don't think there's been any evidence that  
14 anyone here intended any defamatory inference in those two  
15 emails.

16 Any other allegations of defamation I do not  
17 believe are pled with specificity pursuant to C.P.L.R. and  
18 Court of Claims Act. So what that leaves us, (clearing  
19 throat) excuse me, what that leaves us with is the  
20 standard of you can't employ an intern leadership and if  
21 you do, you can't tell anyone. I think that's an  
22 impossible standard.

23 With regard to the breach of contract just break  
24 it up into two ways. With regard to the breach of the  
25 U.U.P. contract, Claimant testified he was a member of a

1 Collective Bargaining Unit. An employee cannot sue their  
2 employer for a breach of contract if there's a grievance  
3 procedure in the collective bargaining agreements. That  
4 grievance process is the remedy claimant has.

5 So the items that are contained at the very  
6 least in the -- the -- the grievances brought, if that is  
7 the basis for the breach of contract under the U.U.P.,  
8 it's not actionable. As for the alleged breach of  
9 contract that pertains to the appointment letter, I know  
10 we've been talking about that -- that particular language  
11 which you're going to interpret.

12 If that appointment letter is a contract and  
13 that specific allegation that the language requires two-  
14 years notice, it's not a part of the collective bargaining  
15 agreement. It can't be because we have the collective  
16 bargaining agreement and there's no provision that was  
17 negotiated for, for a two-year notice requirements.

18 So it's not -- it's not covered under the U.U.P.  
19 it's not part of the U.U.P. contract. If it's not part of  
20 the U.P.P. contracts it falls under State Finance Law 112  
21 which states that a contract for greater than fifty  
22 thousand dollars has to be approved by the State  
23 Comptroller's Office. And the case law shows that has to  
24 be pled and proven that it was -- that it was approved by  
25 the Comptroller's Office. Negligent infliction of

1 emotional distress the doctor testified that that began  
2 while he was still employed by --.

3 THE COURT: I'm sorry I didn't hear what you  
4 said.

5 MR. ROTONDI: I'm sorry, the negligent  
6 infliction of emotional distress claim the Doctor claimed  
7 that started while he was still employed with SUNY. And  
8 if it's based on negligence, his exclusive remedy is  
9 workers' compensation. Which was pled as an affirmative  
10 defense in the answer. That's all I have, Your Honor.  
11 Thank you.

12 THE COURT: All right. If you want to briefly  
13 orally oppose --.

14 MR. CASTIGLIONE: Sure. We certainly oppose  
15 that, Your Honor.

16 THE COURT: It's not obligatory, but if you'd  
17 like to speak, you may.

18 MR. CASTIGLIONE: Yeah, I just like to speak. I  
19 think those are substantive arguments that are appropriate  
20 for post-trial memo of law that there's no legal issues  
21 have been addressed. There's no briefing, for example --.

22 THE COURT: That's fine, that's fine. I mean --  
23 I mean, I think for strategic and important legal reasons  
24 Defendants often make post-evidentiary -- post-claim  
25 evidentiary motions just to preserve the rights, of

1 course. And the Court will always -- always reserve in  
2 any event. I'm just giving you the opportunity to orally  
3 advocate today. Now, if you wish, if not, that's fine.

4 MR. CASTIGLIONE: I'll just be short in terms of  
5 the contract, my party is a third-part -- excuse me, my  
6 client is a third-party beneficiary of the U.U.P.  
7 Agreement. He pursued remedies with the State. They  
8 dropped his grievances. The Union dropped his grievances.  
9 The Union owned his grievance, he has -- I mean, they're  
10 basically saying you have no standing to assert a  
11 violation if your Union decides not to pursue a grievance  
12 because you've been wrongfully terminated.

13 We think he has a third-party beneficiary breach  
14 of that agreement such as loss of email caused him  
15 damages. It's clear there were violations of this  
16 agreement as admitted by the witnesses. We think this is  
17 for defamation. It isn't just that the statement has to  
18 be untrue. The standard for defamation per se, slander  
19 per se, whether words of the complaint (unintelligible)  
20 constitute a libel per se or libel per quad is for the  
21 Court to decide. You have to decide them in context.

22 But any statements that are made that would tend  
23 to injure a party's trade, occupation or business are per  
24 se defamatory. And so telling people statements that SUNY  
25 took action and those actions violated my client's rights

1 conveys in the entire context that they were just -- they  
2 were implying to the world, they had just cause to do what  
3 they did. And they had just cause to remove him and  
4 appoint directors and terminate him and all of that.

5 But we think these are issues appropriate for  
6 legal brief including specifically a State Finance Law  
7 which specifically says any agreement, you know, over  
8 fifty thousand or more except those negotiated under a  
9 Collective Bargaining Unit. And there's a whole ambit of  
10 law on that under the civil service law about how these  
11 appointment letters even the U.U.P. itself says there's  
12 got to be an appointment letter first. Then you get into  
13 the Union as explained by Mr. Selchick yesterday.

14 People get appointment letters first then they  
15 go into the Union then they're covered. We don't think  
16 there's an exclusion under State Finance Law here. But  
17 otherwise, we would object generally and say these are  
18 appropriate for post-trial briefing rather than a -- a  
19 motion at this point.

20 THE COURT: And the Court is going to reserve on  
21 the application. And -- and the Court will address the  
22 parties and perhaps we'll do it on the record. The Court  
23 had many of these same thoughts regarding direction to  
24 counsel on post-trial briefing which we will take up in  
25 due course that the Court reserves.

1 Mr. Rotondi, did defendant wish to call any  
2 witnesses?

3 MR. ROTONDI: It does not, Your Honor.

4 THE COURT: The Defendant rests?

5 MR. ROTONDI: I do would -- I would like to  
6 admit one more piece of evidence.

7 THE COURT: What is it, sir?

8 MR. ROTONDI: Which would be Defendant's Exhibit  
9 L. Can I address counsel quickly? Joe, are you going to  
10 --?

11 MR. CASTIGLIONE: I have no problem with it.

12 THE COURT: What is it?

13 MR. ROTONDI: I was just curious if you're going  
14 to put now or just in the post-trial brief the notice to  
15 admit?

16 THE COURT: If you want to --

17 MR. CASTIGLIONE: (unintelligible).

18 MR. ROTONDI: -- yeah. Do you want to stipulate  
19 in just saying they're part of the evidence and we'll  
20 submit them to the Court by separate letter the notice to  
21 admit?

22 THE COURT: You want to make these admitted  
23 exhibits?

24 MR. ROTONDI: So we hadn't noticed  
25 (unintelligible) wasn't responded they admitted default.

1 Included with that was the recording of a meeting on  
2 February 9 that he's now looking to get in.

3 THE COURT: And again just to refresh me why is  
4 it important for the Court to hear the recording?

5 MR. ROTONDI: Because I want the Court to hear  
6 the statements that are in notice to admit it in context.

7 THE COURT: Okay. How long is the recording?

8 MR. ROTONDI: It's an hour.

9 THE COURT: It's an hour?

10 MR. ROTONDI: Yes.

11 THE COURT: Okay. So why don't we mark the  
12 notice to admit as Sixty-eight? No objections with  
13 admission?

14 MR. CASTIGLIONE: No.

15 MR. ROTONDI: Because that -- yeah, that would  
16 be as part of an attachment to Sixty-eight so.

17 THE COURT: Oh, yes.

18 MR. ROTONDI: (unintelligible)

19 THE COURT: Fair enough. So the actual written  
20 document notice to admit with an attached thumb drive --

21 MR. ROTONDI: Yeah.

22 THE COURT: -- is admitted as -- without  
23 objection as counsel's -- Claimant Sixty-eight.

24 MR. CASTIGLIONE: Do you want to send in the  
25 notice to admit with that so it's -- I mean you --



1 THE COURT: I want to mark -- I want us to take  
2 physical possession of these things.

3 MR. ROTONDI: Okay.

4 MR. CASTIGLIONE: You can have my --.

5 THE MONITOR: Hold on a second.

6 MR. ROTONDI: Sorry. Let me see if I brought it  
7 up. Your Honor, I could go back down on the office and I  
8 can bring the original up.

9 THE COURT: Was that?

10 MR. ROTONDI: A notice to admit.

11 THE COURT: All right. Well, I'm much pro  
12 tuncing, we're going to conclude our business today and  
13 then you -- you clean up and you deal with Mr. Graziano.  
14 But Sixty-eight is the written notice to admit and the  
15 defendant thumb drive without objection.

16 That having been said, Mr. Rotondi, does the  
17 Defendant rest?

18 MR. ROTONDI: It does, Your Honor.

19 THE COURT: Defendant rest. Want to renew?

20 MR. ROTONDI: Yes.

21 THE COURT: Then it renews its post claimant's  
22 application. The Court reserves.

23 All right so I was going to address Counsel in  
24 chambers. Let's just go off the record. No, just stay on  
25 record, that's fine.

1 Okay. In response to your question as to why we  
2 had the close proceedings discussions in chambers  
3 yesterday. And I guess not to put too fine a point on it.

4 It's the Court -- if the Court thought that  
5 those discussions could prompt the parties to consider  
6 whether or not they wanted to pursue settlement. So  
7 within the confines of making observations known to the  
8 parties, the (unintelligible) occurred to me that you  
9 folks might want to revisit each other irrespective of  
10 what happened to (unintelligible).

11 MR. ROTONDI: Thank you. And I hope I didn't  
12 sound rude in chambers by --.

13 THE COURT: No, I, you know, I -- I -- I'm  
14 usually pretty direct. And I thought about I said, well,  
15 why don't I just say what we were thinking. And so I was  
16 thinking maybe I could see if the parties were interested  
17 in pursuing settlement.

18 MR. ROTONDI: Thank you.

19 THE COURT: I assume you took that from the  
20 conversations.

21 MR. ROTONDI: I did, but frankly, usually a bit  
22 more direct.

23 THE COURT: Yes, as you have always been. All  
24 right so on the post-trial briefing I'd like you to take  
25 notes about what I'm about to say because -- and I'm going

1 to be repeating a lot that we've already said. I think  
2 it's important for the parties to hit following points in  
3 their post-trial admission.

4 Did the alternative assignment invitation amount  
5 to discipline under -- in violation of the Collective  
6 Bargaining Agreement. And I won't go ad nauseam, but  
7 we're talking about the restrictive email. We're talking  
8 about the website information and the key and access to  
9 campus type of things. Did that -- did those limitations  
10 as conditions of his alternative assignment violate the  
11 C.B.A. Because they were said in another way discipline.

12 And as -- as an added question to that and if  
13 the Court were so confined and I said it yesterday so what  
14 the question is, you know, what remedy does the Court of  
15 Claims have or is it empowered to provide even if the  
16 Court concludes it was improper discipline under the  
17 C.B.A.

18 Okay next topic. I -- I would think it would be  
19 a waste of time, money and resources to brief intentional  
20 infliction of emotional distress. I think that would be  
21 time not well spent.

22 MR. ROTONDI: Intentional?

23 THE COURT: Correct.

24 MR. ROTONDI: Yes.

25 THE COURT: Next, I would expect the parties to

1 brief negligent infliction of emotional distress. And  
2 again, a lot of this is repetitive.

3 Next of course, I would want the parties to  
4 brief defamation. And next on the contract issue, I would  
5 like the parties to brief why they believe the contract  
6 should be interpreted to essentially only obligates the  
7 Defendant to give a one-year notice and extension of  
8 employment versus the Claimant's position that it should  
9 be interpreted to mean two or more years of continued  
10 employment.

11 So that would be actual contract interpretation  
12 related there to Mr. Rotondi both in chambers and on the  
13 record here today talked about whatever that  
14 interpretation is, irrespective of what that  
15 interpretation is, the Court would under Section 112 of  
16 the Finance Law, be required to find that the contract was  
17 not lawful, for lack of a better term.

18 Now, just to give me a little bit more. I know  
19 you've referenced it, Mr. Castiglione. Why -- why would  
20 this contract -- very briefly. Why would this contract  
21 not be lawful under 112?

22 MR. CASTIGLIONE: So under 112, it talks about  
23 --

24 THE COURT: Why would it be lawful  
25 notwithstanding 112?

1 MR. CASTIGLIONE: Sure. 112 is limited in  
2 application. It says it's only applied to contracts of  
3 the State over fifty thousand dollars but there's an  
4 exclusion. And the exclusion is if there's contracts that  
5 were collectively bargained and I just have my --.

6 THE COURT: This is --- this is language in 112?

7 MR. CASTIGLIONE: Yes.

8 THE COURT: Okay.

9 MR. CASTIGLIONE: So the language in 112 says,  
10 except that any agreement or contract negotiated pursuant  
11 to Article 14 of the Civil Service Law shall not be  
12 subject to the requirements of this section or chapter and  
13 shall become effective and binding in accordance with the  
14 provisions of said Article 14; where Article 14 of the  
15 Civil Service Law deals with state negotiating contracts  
16 with employees having organized representative --  
17 representation like U.U.P. that says the legislature  
18 declares the public policy of the State and purpose of  
19 this act to promote harmonious cooperation and whatnot  
20 says these policies are best effectuated by granting to  
21 public employees the right of organization and  
22 representation requiring the State, local and other  
23 political subdivisions to negotiate with and enter into  
24 written agreements with employee organizations  
25 representing public --.

1 THE COURT: Okay that's -- that's -- now, if I  
2 understood you correctly Mr. Rotondi your position on  
3 that, the Defendant's position on that was this person,  
4 the Claimant's contract was not collectively -- the  
5 appointment letter was not collectively bargained?

6 MR. ROTONDI: (unintelligible).

7 THE COURT: I'm sorry.

8 MR. ROTONDI: Yes, a part of the agreement,  
9 correct.

10 THE COURT: Okay. That's fine. All right.  
11 That was it. I mean, and as I said --.

12 MR. CASTIGLIONE: Your Honor, just quickly, the  
13 U.U.P. has the process for appointments. So the U.U.P.  
14 said, Okay, well, we're collective bargaining. Here's the  
15 process we're dealing with SUNY. This is how we do it.  
16 Article 30 --.

17 THE COURT: Save -- save it for the written.

18 MR. CASTIGLIONE: Sure. Okay.

19 THE COURT: Save it for the written submissions,  
20 please. Then I'll have it in front of me and I'll  
21 actually go read the (unintelligible). Any other -- I  
22 can't imagine, but I'll -- I'll -- before we close  
23 business today. Are there any other matters that you  
24 think the Court would wish you before -- you would wish to  
25 brief, anything we've collectively missed that you think,

1 sir?

2 MR. CASTIGLIONE: As part of the claim there was  
3 a wrongful termination kind of an alternative to breach of  
4 contract so if there was no breach it was wrongful  
5 termination. We will just add language about that.

6 THE COURT: Okay. Mr. Rotondi, any add-on?

7 MR. ROTONDI: No, Your Honor.

8 THE COURT: All right. Well, Doctor, let me make  
9 this observation. I can't imagine, and the same goes for  
10 Mr. Rotondi. I can't -- this was a claim unusual in the  
11 Court's experience and different which is always  
12 interesting. It has a lot of moving parts, this claim.  
13 It's obviously a significant claim both to the Claimant  
14 and to the Defendant. I can't imagine the amount of work  
15 that went into this both on the Claimant's part and on the  
16 Defendant's part.

17 And unfortunately, their work is largely  
18 concluded and the Court's will be beginning. Theirs is  
19 not concluded because they have post-trial briefing to do.  
20 But I just want to observe that the lawyers have done an  
21 incredible amount of work and they've acted professionally  
22 and collegiately at all times. And I always appreciate  
23 that. And irrespective of what the outcome is, Dr. Alaei  
24 and I'm not suggesting it's going to be one way or the  
25 other the lawyers have well represented you.

1 Similarly, Mr. Rotondi always does fine  
2 professional work for defendants. And I just would like  
3 to commend both parties for the amount of work they've  
4 done and the quality of the work they've done. So let me  
5 make that -- make that clear.

6 So I want to establish a briefing scheduled at  
7 this time. I assume a transcript is going to be ordered.

8 MR. ROTONDI: Yes, I spoke to Mr. Castiglione  
9 about --

10 THE COURT: (unintelligible)

11 MR. ROTONDI: -- (unintelligible) splitting the  
12 cost.

13 THE COURT: I'm going to give a full three-  
14 months for the production of the transcript. So today is  
15 June what June 8, July, August, September. So this is a  
16 target date. And if it comes in sooner, share it with  
17 each other and get a copy to the Court. But I'm going to  
18 just establish for subsequent briefing purposes the target  
19 date of September 12 for the receipt of the transcript.

20 And Mr. Rotondi, I -- I do (unintelligible)  
21 procedures here and there. But in this case, I -- I think  
22 given that the burden of proof resides with the Claimant  
23 I'm going to give them the last bite of the apple. So  
24 we're not going to have simultaneous submissions. Will  
25 two months thereafter give you sufficient time? October,



1 November.

2 MR. ROTONDI: Could we push that -- that a  
3 little bit more? I think I'm going to be away.

4 THE COURT: That's fine.

5 MR. ROTONDI: My anniversary.

6 THE COURT: September, October, November. I'm  
7 going to indicate then, sir. I would like the Defendant's  
8 brief by Friday, December 2nd so you don't have to work  
9 the weekend. All right, Friday, December 2nd so that's --

10 MR. ROTONDI: Thank you, Judge.

11 THE COURT: -- almost three months. I'm going  
12 to give you the same amount of time if that's --.

13 MR. CASTIGLIONE: If I need less time I'll just  
14 submit it.

15 THE COURT: That's fine. So December, January,  
16 February and March. Looking at my calendar. Okay Friday,  
17 February 24th for Claimant's brief. February 24, '23. So  
18 Doctor just to manage your expectations. If this is fully  
19 briefed by late February I'll give myself two to three  
20 months to write a decision. You'll be getting a written  
21 decision on this case absent settlement which I wouldn't  
22 discourage the parties from doing. After that you'll be  
23 getting a decision on this case in about a year's time.  
24 Okay, that's how long it will take.

25 DR. ALAEI: (unintelligible)

1 THE COURT: I mean, talk to your attorney, sir.

2 MR. ROTONDI: My client is just wanting to raise  
3 his concern with the length of the schedule based on harm  
4 he's suffering all along with loss and whatnot.

5 THE COURT: I -- I understand that but please  
6 advised your client that this is a matter of some  
7 significance and depth and weight and it's going to take  
8 that long. Anything else from you, Mr. Castiglione?

9 MR. CASTIGLIONE: No, Your Honor.

10 THE COURT: Mr. Sommer, anything from you?

11 MR. SOMMER: No, Your Honor.

12 THE COURT: Mr. Rotondi?

13 MR. ROTONDI: No, Your Honor.

14 THE COURT: And Ms. --

15 MS. MALESZWESKI: Maleszweski.

16 THE COURT: -- Maleszweski?

17 MS. MALESZWESKI: Maleszweski

18 THE COURT: Well I got it. I remember the  
19 second time. Maleszweski. Thank you all. That concludes  
20 this trial. Thank you for your time. Go in peace. Thank  
21 you.

22 MR. CASTIGLIONE: Thank you, Your Honor.


23 (The trial concluded at 12:10 p.m.)

24

25

## 1 CERTIFICATION

2 I, Hannah Allen, certify that the foregoing transcript of  
3 proceedings in the State of New York, Court of Claims, Kamiar  
4 Alaei v SONY, Claim #132554, was prepared using digital  
5 transcription equipment and is a true and accurate record of the  
6 proceedings to the best of our skill and ability.

7  / DATED: 8/1/2022  
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9 Associated Reporters Int'l., Inc.  
10 10 River Drive  
11 Massena, New York 13662  
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